

**TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY, AUGUST 4, 2021
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 PM**

To mitigate the impact of COVID-19 this meeting can be attended remotely.


To join via phone: Call 1-312-626-6799

To join via Zoom meeting:

www.zoom.us

Meeting ID: 852 6207 4457


Password: 265143

1. Call to order
2. Pledge of Allegiance
3. Roll call/quorum
4. Agenda/proper notice/adopt agenda D/A
5. Approve minutes of previous meeting(s) D/A
6. Committee reports
7. Public comment
8. Ray Slaby Memorial Plaque D/A
9. Special Event Request: The Cherry Hut, Falltober Fest, October 1-3, Tent, Music, Signage D/A
10. Special Event Request: Peninsula Pacers Fall Challenge Bike Ride, September 18, Use of Clark Park, 2 tents, 4 port-a-potties, and directional signs D/A
11. Special Event Request: National MS Society Challenge Walk, September 24-26, Use of Clark Park, tent, port-a-potties, and directional signs D/A
12. Special Event Request: Gibraltar Grill to add Beer Wagon to End of Summer Party D/A
13. White Directional Signs Assignment Considerations and Request D/A
14. Approve Airport Resolution 2021-03 Petitioning the Secretary of Transportation for Airport Improvement Aid D/A
15. Approve Agency Agreement and Federal Block Grant Assurances D/A
16. Approval of Airport Snow Blower Attachment Purchase D/A
17. 2021-2022 Airport Snow Removal D/A
18. Consideration of Re-Petitioning the County to add Miniature Golf to Village Commercial Zoning D/A
19. Approve Ordinance 2021-07 Regulating Short Term Rentals D/A
20. Approve Door County Tourism Zone Intergovernmental Agreement D/A
21. Approve Ordinance 2021-08 Lodging Tax D/A
22. Miller Engineers Contract Proposal for Culvert Fish Passage Administration and Funding D/A
23. Consideration of Ruekert & Mielke Transportation Utility Proposal D/A
24. Approve Purchase of Maintenance Truck D/A
25. Approval of 2021-2022 Operators Licenses D/A
26. Payment of Bills D/A
27. Adjourn to closed session according to Wisconsin State Statutes 19.85(1) (c) D/A
27.  Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: Town Treasurer D/A
27. Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt resolution on issues discussed in closed session D/A
28. Approve action(s) taken in closed session D/A
29. Adjourn D/A

/s/ Kelly Murre, Clerk

DEVIATION IN ORDER MAY OCCUR

Posted: July 30, 2021


Kelly Murre, Clerk

☒ Fish Creek Post Office

☒ Fish Creek BP

☒ Nicolet Bank – Fish Creek Branch

☒ Town Website

In compliance with the Americans with Disabilities Act, any person needing assistance to participate in this meeting, should contact the Office of the Town Clerk at (920) 868-1714. Notification 24 hours prior to a meeting will enable the Town to make reasonable arrangements to ensure accessibility to that meeting.

**NOTICE OF PUBLIC HEARING
IN THE MATTER OF STATE AND FEDERAL AID
FOR THE IMPROVEMENTS AT**

**Ephraim-Gibraltar Airport
9667 Maple Grove Road
Ephraim, WI**

The Town of Gibraltar is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the Ephraim-Gibraltar Airport:

Acquire snow removal and mowing equipment; Crack seal and sealcoat airfield pavements; Construct hangars; Conduct wildlife site visit; Conduct Airport Master Plan and Update Airport Layout Plan (ALP); Land acquisition for hangar area; Reconstruct/Rehabilitate Runway 14/32 & Connecting & Hangar Taxiways & Apron Areas; Rehabilitate/Replace airfield lighting; Install/Replace Runway 14/32 Precision Approach Path Indicators (PAPI); Land acquisition in runway approaches; Develop/Expand hangar area; Expand aircraft parking apron; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55; and any necessary related work.

Notice is hereby given that the Town of Gibraltar will hold a public hearing at 6:45 p.m. on August 4, 2021 at the Gibraltar Town Center, 4097 Main Street, Fish Creek, WI 54212.

All interested persons are invited to attend and present their views on the need for the proposed airport development.

Parking for people with disabilities and an accessible entrance are available. Please call the Town of Gibraltar at 920.868.1714 one (1) day in advance of the hearing to make specific accessibility requests

Additional written testimony may be filed with the Town of Gibraltar if received within 10 calendar days after the date of the public hearing. Such testimony should be directed to Kelly Murre, PO Box 850, Fish Creek, WI 54212.

As an information service, representatives from the Town of Gibraltar and the Ephraim-Gibraltar Airport will be available for informal discussion and review of the proposal.

Kelly Murre, Clerk
Town of Gibraltar

Published in the: Door County Advocate
Date: July 24, 2021

Posted: Fish Creek Post Office
Fish Creek BP
Nicolet Bank – Fish Creek Branch
Gibraltar Town Center
Gibraltar Website

**TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY JULY 7, 2021
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 PM**

Approved:

Call to order: Steve Sohns called the regular meeting to order at 7: 00 p.m.

Pledge of Allegiance

Roll call/quorum:

Board members present: Steve Sohns, Bill Johnson, Tim Luetzgen, Brian Merkel, and Jayson Merkel.

Board member(s) absent: None

Agenda/proper notice/adopt agenda: Sohns confirmed the agenda had been properly noticed. *Motion: (Johnson, J. Merkel) to adopt the agenda as presented. Carried*

Approve minutes of previous meeting(s): *Motion: (B. Merkel, Johnson) to approve the minutes of the regular meeting of June 2, 2021 as amended. Carried*

Motion: (Johnson, J. Merkel) to approve the minutes of the June 9, 2021 Board of Review Meeting as amended. Carried

Motion: (Johnson, B. Merkel) to approve the minutes of the June 9, 2021 Special Meeting as written. Carried

Committee/Commission Reports

Parks & Lands: Buske reported the committee toured the parks with the Town Administrator for planning purposes. Thyssen reported the committee is also reviewing new playground equipment.

Fire Department/EMR: Bertges reported that June calls were up this year. Significant events: 2 fires in Egg Harbor, a propane event on White Cliff Rd and a Kayak rescue. The CERT UTV was delivered to Chambers Island. Working on lesson plans, WPS grants and continuing with fire inspections.

They are implementing a community liaison program. Jody Weittman is assisting with the program.

The Chambers Island annual meeting is July 17th.

Law Enforcement: Roesch reported 91 contacts for the month. Long time sheriff deputy Tim Fuerst passed early in June, as well as, Canine Odin.

VFC: Karly reported they had the Gazebo Dedication and Concerts in the Park kick-off on June 22nd. Visitor Center is staying busy. The transportation survey closed with 360 visitor responses. Grand opening block party invites are at the printer.

Airport: No report

Noble House: Buske reported the House is up and running with a Glimpse of Old Fish Creek. Staffing is still challenging, but managing. Bricks have arrived and will be installed.

Watershed: No report

Plan Commission: No report

Harbor Commission: Harris reported they had a great weekend over the 4th. Staffing is great! Barriers have been removed from the parking lot. Working to remove the Redi-rock blocks from the dock.

Room Tax: Weddig reported the Tourism Zone met in June and reviewed the April income. Showed a 111% increase over last year. Ahead of 2019 as well. Legislation is clearing up issues with the marketplace providers. Administrator, Kim Roberts has stepped down and looking for a replacement. VRBO listing went up to 86 listings, Air B&B up to about 97 (some duplicated). Outstanding taxes and fees was around \$9346. 10 out of 13 municipalities have approved the room tax increase.

Building Committee: Stubenvoll report the committee has finished their inspections. Next meeting is July 19th.

Clerk: Business as usual, office has been very busy.

Door County Coastal Byways Council: No report

Chairman: Beach project is just about complete.

B. Merkel inquired about signs for the parking lot and painting of the parking lot. Looking into ordering a stencil and staff has met to discuss signage.

Public Comment: Michael Servais spoke regarding STR.

Agenda Items:

Beach Project Phase II Update: Thyssen and Sohns met with Baudhuin and Kahr regarding a few things left to be finished. Lights are on backorder. Staff has been tilling and raking it out to make presentable for the weekends.

Dock lights are being ordered

Harris will inspect the swim buoys.

Approve Vinton Contract Change Order #6: *Motion: (B. Merkel, Johnson) to approve the Vinton Contract # 6. Carried.*

Approve Vinton Contract A-19 Final Payment: *Motion: (B. Merkel, Johnson) to approve the final payment to Vinton. Carried.*

Remove from the Table: Special Event Requests: Another Century, LLC, Northbound Cycling Traffic, Sept. 12th, 2021 7AM-Noon: *Motion: (B. Merkel, Johnson) to remove Another Century LLC, from the table. Carried.*

Special Event Requests: Another Century, LLC, Northbound Cycling Traffic, Sept. 12th, 2021 7AM-Noon John Mory presented for Another Century, LLC. 22nd year of the ride. The most notable course change is the exit from the Park on Highland. *Motion: (Johnson, B. Merkel) to approve. Carried.*

Special Event Request: Banners for the Peninsula School of Art Plein Air Festival: Ginny Sowinski is requesting to add banners to the special event request on the Art School property. *Motion: (B. Merkel, Johnson) to support the special event request with the addition of banners. Carried.*

Application for Temporary Class “B”/“Class B” License Visit Fish Creek, Block Party: Visit Fish Creek is requesting to have beer sales at the beach starting at 11:00 AM for the block party. The Villagers Snowmobile Club will be providing. *Motion: (Johnson, Luetzgen) to approve. Carried.*

Liquor License Application 2021-2022 Door Disc Golf, LLC Class “B”, 4083 Main Street: Requesting to be able to have beer in their small lounge where they watch disc golf events. Need to ensure alcohol is stored properly and not accessible to underage patrons and that operator’s licenses are obtained. *Motion: (Johnson, J. Merkel) to approve the liquor license for Door Disc Golf, LLC. Carried.*

Bad Eleven Provisions Liquor License Premise and Address Change to 4149 Main Street, for the 2022 Season: Scott Schmitz would like to relocate the license from the Fish Creel Grill to the Bison Bison space upon completion of the remodel for next year. The Fish Creek Grill will no longer need it after the sale to the Door Community Auditorium. They will need to complete an Original Application when the transfer will take place. *Motion: (Johnson, Luetzgen) to approve the liquor license transfer in 2022. Carried*

Alibi Marina’s Directional Sign Request: *Motion: (Johnson, J. Merkel) to approve the sign request for Spruce St., with size and lettering to match existing sign. Carried.*

Plan Commission Recommendation Re: Conditional Use Permit Application, Parcel #014-02-33312721D1, to establish a private school (cultural/arts instruction) and an assembly hall in the existing building formerly known as the Fish Creek Grill: Merline presented the request by Door Community Auditorium for a Conditional Use Permit. The Plan commission recommends support of the petition. The building will be used for office space, instructional space, small performances, and receptions. Merline has concerns regarding stormwater. *Motion: (Johnson, B. Merkel) to approve the Conditional Use Permit Application with considerations for stormwater management. Carried.*

Plan Commission Recommendation Re: Short Term Rentals: The Plan Commission has held several meetings regarding STRs. Public input was received.

1 The Plan Commission agreed the Town needs to have contact information for the owner of the rental with a local
2 contact in case of emergency. The good neighbor list addresses a lot of the issues.
3 They have suggested a permit but did not get into what would need to go into the ordinance.
4 Johnson is in favor of the good neighbor practice.
5 County Zoning has temporary uses that limit the type of use on a property.
6 Buske stated the Liberty Grove Ordinance is reasonable.
7 Weddig reported 2 months of STR covers a year's long term rental. 187 STRs are currently permitted in the Town.
8 Need to find a balance. Could a limit be put on the number of STRs permitted in the Town? Lack of housing for
9 employees is a concern.
10 Need to make sure properties have the required inspections.
11 Servais stated, STRs are required to have a state inspection but it is not enforced. Majority of hosts are
12 responsible. Door County Vacation Rental Assoc. puts high priority on being good neighbors. They are willing to
13 work with the Board and Plan Commission to come up with a fair solution.
14 A business license could be incorporated with the STR to identify the responsible person.
15 *Motion: (Johnson, J. Merkel) to have the Planning Commission work with staff to develop an ordinance. Carried*

16
17 **Consideration of Short Term Rental Ordinance:** See Above

18
19 **Consideration of Broadband Grant Application in Partnership with Charter Communications:** *Motion:*
20 *(Johnson, B. Merkel) to support the Broadband Grant application in partnership with Charter Communications. Carried.*

21
22 **Police Squad Replacement:** Roesch and Thyssen presented a breakdown analysis of the purchase of a new
23 police vehicle. They also presented a lease option. There is a shortage of vehicles and it is advised to purchase the
24 vehicle now, if we want it by 2022. The current squad will be reserved and utilized as a Town vehicle.
25 *Motion: (Johnson, Luetzgen) to approve the lease option for the police squad. Carried.*

26
27 **Salt Spreader Purchase:** Thyssen research the salt spreader options. B. Merkel suggested an upgrade for the
28 display.
29 *Motion: (Johnson, J. Merkel) to purchase the salt spreader from Fox Valley Truck w/ the upgraded screen. Carried*

30
31 **Reconsideration of Assessment Services/Revaluation:** A full revaluation was last done in 2002. The Board
32 had previously decided on an exterior evaluation but a contract was not executed. Staff is looking for direction on
33 how to proceed with the assessment.
34 *Motion: (Sohns, Johnson) to stay with the previously decided exterior revaluations and maintenance. Carried.*

35
36 **Consideration of Door County Treasurer Tax Collection Agreement:** *Motion: (B. Merkel, J. Merkel) to accept the*
37 *Door County Treasurer tax collection agreement. Carried.*

38
39 **Approve Blahnik Natural Zone Easement and Transfer of Property on Chambers Island, Parcel #014-17-**
40 **0052:** *Motion: (Johnson, B. Merkel) to accept the easement agreement for parcel # 014-12-0052. Carried.*

41
42 **Approval of 2021-2022 Operators Licenses:** *Motion: (Johnson, B. Merkel) to approve 2021-2022 Operators Licenses as*
43 *presented. Carried.*

44
45 **Payment of Bills:** The board reviewed the bills for payment. *Motion: (B. Merkel, Johnson) to approve the bills as*
46 *amended. Carried*

47
48 **Adjourn:** *Motion: (Luetzgen, B. Merkel) to adjourn at 9:09 p.m. Carried*

49
50 Respectfully submitted,

51
52 Kelly Murre,
53 Clerk

TOWN OF GIBRALTAR
SPECIAL MEETING w/ CLOSED SESSION
THURSDAY, JULY 22, 2021
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
8:00 PM

Approved:

Call to order: Steve Sohns called the regular meeting to order at 8: 05 p.m.

Roll call/quorum:

Board members present: Steve Sohns, Bill Johnson, Tim Luetzgen, and Jayson Merkel. Brian Merkel arrived at 6:20 PM.

Board member(s) absent: None

Agenda/proper notice/adopt agenda: Sohns confirmed the agenda had been properly noticed. *Motion: (Johnson, Luetzgen) to adopt the agenda as presented. Carried*

Agenda Items:

Ruekert & Mielke Transportation Utility Presentation/Proposal: Ed Maxwell and Kevin Wagner from Ruekert & Mielke presented on the benefit of a transportation utility fee. They can be used for funding shortages outside of street weeping and snowplowing. Many municipalities switch from Special Assessments to transportation utilities with more Community support and education. The fee is calculated to match cost to benefit. Non-profits will also contribute.

Pros and Cons: Provides needed funding, few restrictions, sustainable cash flow, availability to all municipalities. May face legal challenges, may soon be restricted by State Legislature. Tax exempt properties may push back. If the legislature were to push back, a transportation utility fee may be grandfathered.

Ruekert & Mielke would help educate the community and implement.

The Premier Resort Area Tax requires State approval. They are an unlikely option given the current State Legislature. TARFs are assessed based on properties. Residents and businesses are assessed differently based on use. Geared towards vehicle usage and who are generating traffic on the roads.

A study would be done to estimate traffic count. Farm traffic could be excluded.

Decreased roads levy, a way to improve the downtown district w/o raising taxes and pay off debt service. If used for asphalt repair everyone benefits.

The study will address what would be the best way to utilize.

Tiered fee structure with a low impact use to a high impact.

Seasonal adjustments of usage fee.

A traffic utility is way to reduce the special assessments with a hybrid models. The Utility is Town wide.

Long term infrastructure plan.

Can be re-assessed every few years and reduced when at a maintenance level.

Special Event Request: Denise Stillman, Pirate Day for United Way, September 23, 2021, Pop-up Tent, Signage and Banner: Denise Stillman presented for the United Way. They would like to utilize the Town Beach and Parking lot for drop-off donations with a Pirate themed event. They are requesting use of the beach/parking lot, a pop-up tent, and banner. *Motion: (B. Merkel, J. Merkel) to approve the United Way Special Event Request, with Denise contacting Chief Roesch, regarding ingress/egress. Carried*

Adjourn to Closed Session According to Wisconsin State Statutes 19.85(1)(c) Considering Employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: *Motion: (Johnson, B. Merkel) to adjourn to closed session according to Wisconsin State Statutes 1985(1) (c). Carried by Roll Call vote at 7:52 p.m. Sohns, Luetzgen, Johnson, B. Merkel and J. Merkel*

Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt resolution on issues discussed in closed session.: *Motion: (Johnson, J. Merkel) to enter into open session at 8:02 p.m. Carried*

1
2 **Approve action(s) taken in closed session:** *Motion: (Johnson, Luetigen) to approve action taken in closed session*
3 *Considering employment, promotion, compensation or performance evaluation data of any public employee over which the*
4 *governmental body has jurisdiction or exercises responsibility – Town Gardener. Carried*

5
6 **Adjourn:** *Motion: (Luetigen, Johnson) to adjourn at 8:02 p.m. Carried*

7
8 Respectfully submitted,

9
10 Kelly Murre, Clerk

Draft

Town of Gibraltar

From: constance judd <juddacresllc@yahoo.com>
Sent: Saturday, July 24, 2021 4:00 PM
To: Town of Gibraltar
Subject: Plaque for Ray

Fellow residents and friends to Gibraltar township,

I start with thanking all of you, whoever knew Ray Slaby Jr. whether it was a short micro second or the super long version of Ray, I think we all can agree that he not only was interesting, smart and talented! But he was serious, sneaky and just fun to be around.

Every spring Ray would just glisten from ear to ear to see a green tip on his fruit trees. Busy all winter doing some fun stuff like ice fishing, shopping in Green Bay or eating out at restaurants that was picked out of a hat, believe it or not.

Cutting and chopping trees in the woods to make paths for later fall hunting. Preparing the area for the big hunt, sometimes by himself but more excitingly with his close friend Henry, my husband. Ray and I would have competition on who could hand split the wood faster. Always making sure it was a tie match:)

Ray loved to be out in the orchard the most working but to him it wasn't work. To Ray it was an everlasting love and friendship that always gave of itself beyond any other living beauty. Making bonds with his closest friends by way of fruit in a bag, box, pail or his soft beautiful hands. Every single wrinkle in his hand told a story of a soft hearted man. And every wrinkle lead to his heart where it gave of himself beyond a normal gift of love and friendship. Ray always listened even when you thought he was sleeping or as he would say, just resting my eyes:)

Loving to tell time by position of the sun was a huge favorite game he like to play with me. Almost right every time added more grin to his smile. We both thought life would be better if we had ice cream in it:) So we fixed up the old log cabin and traveled all over looking for the right company to make our ice cream. Using cherries from our orchards! We had a blast and ate as much ice cream as we wanted. But both of us needed our orchards. Especially Ray, it was there that he felt loved 24/7. Every hummingbird was awe inspiring and there was many.

Cherry shaking was hard work and long hours. We were a great team together and for awhile the talk of the county for speed on harvesting. Ray brought out the best in people. He was the flame in the candle. Ray was the strongest link in the chain.

His passion for cars was endless!! Many interesting purchases to include a trip to Green Bay, a stop at Target, a glance at the small little Chrysler car. One week later a semi parked and unloading a brand new one that he bought way down in South Carolina. Just that ability to enjoy something that was from his inheritance that he got from his parents. He did what most people don't, Ray enjoyed the space he was in, here on Earth.

Friendships near and far was what he lived for. Always excited to hear others talk about their own accomplishments. I know for a fact he was at the Gates of Heaven to show a very close friend of his named Robert Lautenbach that it will be okay! Their bond was long and strong!! And it goes on in Heaven!

We all are so lucky to have had spent time with Ray because even if for a moment he bettered us. Ray gave off a special light that shines in the darkness. It beautifies spaces in time that reminds us each day, how very lucky we are to be blessed by friendships till the end of time.

As Ray said so many times to me, you are the daughter I never had.as Ray was the Best dad a daughter could have!

Sent from my iPhone



TOWN OF GIBRALTAR

To: Town board

From: Town staff

Request:

The Cherry Hut - Falltober Fest

Analysis:

Friday, Oct. 1st, 5 PM-10 PM, Saturday and Sunday, Oct. 2-3, 10 AM-10 PM

Background: The Cherry Hut would like to have a Falltober Fest and are requesting to have tents, and signage for the event. The event is a fundraiser for an undecided non-profit.

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

No fiscal impact to the town.

TOWN OF GIBRALTAR

P O Box 850 * Fish Creek WI 54212 * 920-868-1714

SPECIAL EVENT REQUEST

Organization Name: THE CHERRY HUT
Address: 8813 HWY 42
FISH CREEK, WI.
Phone: 920-559-2805

Requestor/Agent Name: TRENT SNYDER
Phone: 920-559-2805

TYPE OF REQUEST

Temp License (Beer) (Wine) _____
Direct Sales: FOOD STUFFS
Use of Town Property: _____
Temp. Structure Permit: TENTS

EVENT INFORMATION

Event Name: FALL TOBER FEST
Date(s) of Event: OCT 1, 2, 3
Time(s) of Event: OCT 1 5-10pm, OCT 2 10-10pm, OCT 3 10-10pm
Site Location: 8813 HWY 42 FISH CREEK
Alternative Site: Ø

Fundraiser? Yes X No _____
Funds Recipient: UNDECIDED - LOCAL CHARITY / non profit
Address: _____
Phone: _____

EVENT DESCRIPTION

Please supply any additional information about your event that would be helpful to the Town of Gibraltar in reviewing your request:

BEER, FOOD, GAMES, LIVE MUSIC, CRAFTS
POSSIBLE SILENCE FOR EVENT

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on: _____
ACCEPTED: _____ Permit Number Issues by Clerk _____
NOT ACCEPTED: _____
REASON: _____



TOWN OF GIBRALTAR

To: Town board

From: Town staff

Request:

Peninsula Pacers – Fall Century

Analysis:

September 18th, 7:30 AM – 9:30 AM, Use of Clark Park for rest stop on an organized bike ride. 2 – 10x10 tents, 4 port-a-potties, and directional signage.

Background:

Special Event Request: Peninsula Pacers, Peninsula Century “Fall Challenge”:

2019, use of Clark Park 6-11 AM, 2 tents, porta potties, chalk road markings, directional compliant signs: Brian Fitzgerald stated this is the 7th rest stop, 16 miles in. A similar setup to the MS Walk 2 tents, porta potties. Andy Crowell had no issues with the event in years past. *Motion: (Johnson, Luettgen) to approve the request. Carried.*

Recommendation:

Staff has reviewed and supports this application, recommends Fitzgerald coordinate with Chief Roesch.

Fiscal Impact:

No fiscal impact to the town.

TOWN OF GIBRALTAR

P O Box 850 * Fish Creek WI 54212 * 920-868-1714

SPECIAL EVENT REQUEST

Organization Name:

Address:

Phone:

Requestor/Agent Name:

Phone:

Peninsula Pacers LLC / Peninsula Century
8142 Hwy 57
Baileys Harbor WI 54202
920-421-1518
Fall Challenge

Brian Fitzgerald
920-421-1518

TYPE OF REQUEST

Temp License (Beer) (Wine)

Direct Sales:

Use of Town Property:

Temp. Structure Permit:

Clark Park

EVENT INFORMATION

Event Name:

Date(s) of Event:

Time(s) of Event:

Site Location:

Alternative Site:

Peninsula Century - Fall Challenge
September 18th
7:30 - 9:30 am
Clark Park

Fundraiser? Yes

No

Funds Recipient:

Address:

Phone:

EVENT DESCRIPTION

Please supply any additional information about your event that would be helpful to the Town of Gibraltar in reviewing your request:

Requesting use of Clark Park for rest stop
on organized bike ride. 2 10x10s, 4 porta potties
and directional signage.

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on:

ACCEPTED:

Permit Number Issues by Clerk

NOT ACCEPTED:

REASON:



TOWN OF GIBRALTAR

To: Town board

From: Town staff

Request:

MS Walk, National MS Society

Analysis:

September 24th, 7 AM – 9 AM, Use of Clark Park for start of 3 day walk. 2 – 10x10 tents, 2 port-a-potties, and directional signage.

Background:

This is a recurring event that has been approved in the past.

2019 Special Event Request: National MS Society Challenge Walk September 27, 2019 7-8:30 AM Brian Fitzgerald representing the MS Society detailed the special event request. The 2 tents, 2 porta potties and 1 banner will be set up in Clark Park. This event has taken place five other times with no incident.

Motion: (Johnson, McKesson) to approve the Special Event Request for the National MS Society Challenge Walk on September 27th as discussed. Carried.

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

No fiscal impact to the town.

TOWN OF GIBRALTAR

P O Box 850 * Fish Creek WI 54212 * 920-868-1714

SPECIAL EVENT REQUEST

Organization Name: MS Walk, National MS Society
Address: 2829 University Ave SE
Minneapolis, MN 55414
Phone: 262-369-4435 x 48435
Requestor/Agent Name: Brian Fitzgerald
Phone: 920-421-1518

TYPE OF REQUEST

Temp License (Beer) (Wine) _____
Direct Sales: _____
Use of Town Property: Clark Park
Temp. Structure Permit: _____

EVENT INFORMATION

Event Name: Challenge Walk MS: Door County
Date(s) of Event: Friday September 24th
Time(s) of Event: 7-9am
Site Location: Clark Park
Alternative Site: _____

Fundraiser? Yes X No _____
Funds Recipient: National MS Society
Address: _____
Phone: _____

EVENT DESCRIPTION

Please supply any additional information about your event that would be helpful to the Town of Gibraltar in reviewing your request:

Requesting Use of Clark Park for start of 3 day
walk. Will setup 1 10x10 tent, 2 porta potties
and some directional signage.

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on: _____
ACCEPTED: _____ Permit Number Issues by Clerk _____
NOT ACCEPTED: _____
REASON: _____



TOWN OF GIBRALTAR

To: Town Board

From: Town Staff

Request:

Gibraltar Grill End of Summer Party, Beer Wagon

Analysis:

Tom Young would like to amend his special event request to add a beer wagon. The end of summer party was approved earlier this year.

Background:

Special Event Request: Gibraltar Grill: End of Summer Party, September 5, 2021, 6-10 PM, tent in parking lot, liquor license to include parking lot: Tom Young recapped the request for the 8th annual end of summer party. *Motion: (Johnson, B. Merkel) to approve the special event as requested. Carried*

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

No fiscal impact to the town.

9/5/21

TOWN OF GIBRALTAR

P O Box 850 * Fish Creek WI 54212 * 920-868-1714

SPECIAL EVENT REQUEST

Organization Name: Gibraltar Grill
Address: 3993 Main Street
Fish Creek WI 54212
Phone: 920-868-4745
Requestor/Agent Name: Thomas Young
Phone: 920-333-0325

TYPE OF REQUEST

Temp License (Beer) (Wine) No
Direct Sales: Yes
Use of Town Property: No
Temp. Structure Permit: ~~Yes~~ Beer Wagon for use during event only

EVENT INFORMATION

Event Name: End of Summer Party
Date(s) of Event: September 5, 2021
Time(s) of Event: 6:00 - 10:00 PM
Site Location: Parking lot at 3993 Main Street
Alternative Site: None

Fundraiser? Yes _____ No X
Funds Recipient: _____
Address: _____
Phone: _____

EVENT DESCRIPTION

Please supply any additional information about your event that would be helpful to the Town of Gibraltar in reviewing your request:

Will setup a 40' x 80' tent in parking lot for
music performed by Big Mouth + Bone Tool Horns. Will
sell food and beverages to be consumed on premises.
Area will be restricted and fenced in.

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on: 3/3/21
ACCEPTED: ✓ Permit Number Issues by Clerk _____
NOT ACCEPTED: _____
REASON: As presented



TOWN OF GIBRALTAR

To: Town Board

From: Staff

Request:

Town Board has directed staff to look into the wayfinding signs located at various points of the town. Present to the Board a recommendation of how many placards on the sign would be reasonable, and not affect the natural flow and beauty of downtown Fish Creek.

Analysis:

The sign when entering Fish Creek from the south (Noble House) has (8) eight placards and is difficult to read as you are driving past. If you are walking it directs to several businesses and locations. The sign by the Town dock will have (4) four. The fourth will be removed by staff because of its deterioration. The sign does allow for additional spaces to be filled however it is staff's opinion to limit other sign locations to five (5) this is more aesthetically pleasing to visitors and provides enough information for general wayfinding. The sign near Cottage Row has two (2) and could easily hold up to five.

Recommendation:

Staff recommends allowing any business in the close vicinity to be identified on the wayfinding sign up to five spots on a first come basis.

Staff recommends continuing the practice of conformity, installation, and cost of maintenance born on the sign requestees.

Fiscal Impact:

There is no fiscal impact to the Town with this request.





MAIN STREET MOTEL

EPISCOPAL CHURCH

COMMUNITY CHURCH

THORP HOUSE INN

HILL'S COTTAGES

CEDAR COURT INN

PELLETIER'S FISH BOIL

WHITE GULL INN

RESOLUTION #2021-03
PETITIONING THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID
BY

Gibraltar Town Board
Door County, Wisconsin

WHEREAS, the Town of Gibraltar, Door County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve the Ephraim-Gibraltar Airport, Door County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Local General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Acquire snow removal and mowing equipment; Crack seal and sealcoat airfield pavements; Construct hangars; Conduct wildlife site visit; Conduct Airport Master Plan and Update Airport Layout Plan (ALP); Land acquisition for hangar area; Reconstruct/Rehabilitate Runway 14/32 & Connecting & Hangar Taxiways & Apron Areas; Rehabilitate/Replace airfield lighting; Install/Replace Runway 14/32 Precision Approach Path Indicators (PAPI); Land acquisition in runway approaches; Develop/Expand hangar area; Expand aircraft parking apron; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive,

receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32 .02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Town Chairman, Steve Sohns and Town Clerk, Kelly Murre be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

RESOLUTION INTRODUCED BY:

Steve Sohns, Chairman

Brian Merkel, Supervisor

William Johnson, Supervisor

Tim Luetngen, Supervisor

Jayson Merkel, Supervisor

CERTIFICATION

I, Kelly Murre, Clerk of the Town of Gibraltar, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Town Board on August 4, 2021, adopted by a majority vote, and recorded in the minutes of said meeting.

Kelly Murre, Clerk

AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation Bureau of Aeronautics Madison, Wisconsin

WHEREAS, the Town of Gibraltar, Door County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Ephraim-Gibraltar Airport project to:

Acquire snow removal and mowing equipment; Crack seal and sealcoat airfield pavements; Construct hangars; Conduct wildlife site visit; Conduct Airport Master Plan and Update Airport Layout Plan (ALP); Land acquisition for hangar area; Reconstruct/Rehabilitate Runway 14/32 & Connecting & Hangar Taxiways & Apron Areas; Rehabilitate/Replace airfield lighting; Install/Replace Runway 14/32 Precision Approach Path Indicators (PAPI); Land acquisition in runway approaches; Develop/Expand hangar area; Expand aircraft parking apron; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55; and any necessary related work.

WHEREAS, the sponsor adopted a resolution on August 4, 2021, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT.....

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)
Bureau of Aeronautics

FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The Town of Gibraltar, Door County, Wisconsin

Name

Name

Title

Title

Date

Date

EPHRAIM-GIBRALTAR AIRPORT COMMISSION RECOMMENDATION

Recommendation to Purchase New Snow Blower Attachment for the Tractor: The purchase of the snow blower will not need to go to bid. Will only need 3 written quotes that the BOA will handle. The state will cover 95%. Will be able to pay the local share out of the airport budget.

Motion: (Drajesk, Neville) to recommend to the Town Board purchase of the snow blower for the tractor. Carried.



TOWN OF GIBRALTAR

To: Town Board

From: Administrator/Town Clerk

Request:

It has been requested by some members of the Airport Commission to have the Town of Gibraltar pay a portion of what is collected in personal property tax back to the airport for maintenance.

Background/Analysis:

The majority of the Airport resides within the Town of Gibraltar. It is true the Town does collect personal property tax on the hangers located there. However, the town collects personal property tax on all properties in the Town.

The Airport has used its budget to remain solvent and exercise independence from both the Town of Gibraltar Board and the Village of Ephraim Trustees. The Airport has collected enough funds in recent years to pay for services, Town services and that of private services that are used for snow and brush maintenance.

It is believed that because of the tax collected for services the town should provide winter maintenance in front of the hangers, or provide a stipend for the airport to pay privately for this service.

The Town of Gibraltar collects personal property tax from residents from all areas of the Town. The same services are provided to them as the airport. We do not plow or provide any maintenance on the several miles of roadway listed as private; we do not provide service to the Fish Creek Sanitary complex, private parking lots or driveways.

Recommendation:

Because the area served is specific, and not for the greater public at large, and because the hangers and hanger area are restrictive access. I would recommend denying any additional funds.

Fiscal Impact:

The Town Board did not budget any additional funds for this request. If this were to be granted, we would have to do some budget adjustments to pay for the request.

If it is granted, what's next mowing, chipping sealing etc....

02/06/2013 Town Board Meeting Minutes Regarding County Sponsored Text Amendment

Petition for Zoning Text Amendment IV: Resource Planning Committee Regarding Outdoor Recreation Uses

- 2.05(3)(a) and (b), Tables of Principal Uses -- Amend as follows the names of two existing Commercial land use categories:

~~Recreational/Fishing Equipment Sales/Service/Rentals~~
Recreational Vehicles Sales/Service/Rentals

MOTION: (Stubenvoll, Hackbarth) to support as presented. Carried

- Create a new Outdoor Recreational land use category called Outdoor Active Recreation

Facility, defined, authorized, and regulated as described below.

13.02, Definitions – Create definition for outdoor active recreation facility. Outdoor active recreation facility: A commercially operated facility with one or more outdoor active recreation uses.

13.02, Definitions – Active Recreation: Recreational uses, areas, and activities oriented toward potential competition or involving special equipment, including, but not

limited to, playgrounds, sports fields and courses, zip lines, paint ball facilities, Frisbee golf, bungee jumping, climbing walls or towers, swimming pools, and skating rinks, and golf courses.

13.02, Definitions: Amusement Park: A commercially operated facility with various devices for entertainment which are located primarily outdoors, including but not limited to miniature golf, go karts, and water rides.

2.05(3)(a) and (b), Tables of Principal Uses -- Insert row in Outdoor Recreational Uses section titled Outdoor Active Recreation Facility, with a "c" in the NA, GA, PA, CS, HL, ES, CC, MC, RC, CA, CS5, VC, and GC columns, indicating it may be authorized only in those districts and only via conditional use permit.

Create: s. 4.07(9), Outdoor active recreation facility.

- (a) The minimum lot size requirement shall be 20 acres.
- (b) Front, side, and rear lot line and road setbacks shall be a minimum of 100 feet.
- (c) One parking space per four customers shall be provided, based on maximum site capacity.

MOTION: (Sohns,) to support a modified version of the text amendment that as written in the January 2nd minutes. Sohns withdrew his motion. MOTION: (Hackbarth, Sohns) not to support creating a new outdoor land use category as proposed and that all the recommendations as discussed in the January 2nd meeting be given to the RPC and the town's veto power be exercised if the text amendment is passed. Carried with Merkel abstaining.

*January 2nd recommendations: Active Recreation definition – some things that have been added, don't fit with current definition. Some require large tracts of land others do not. Suggest creating two categories: Small Active Recreation and Large Active Recreation.

Small Active (Smaller land requirement): A skating rink, swimming pool, playground and climbing wall could require fewer acres.

Large Active (Larger land requirement): Sports fields and courses, zip lines and Frisbee golf would require more land

Bungee jumping would most likely fall under an amusement park.

Miniature Golf: separate definition from amusement park to be allowed as a conditional use in small active areas.

Table of Principal Uses:

Remove - Natural Area (NA), Conservation Area (CA), Heartland (HL) and Estate (ES),
Allow Small Active Recreational - Commercial Center (CC), Village Commercial (VC) and
miniature golf.

Allow large and small – Prime Agriculture (PA), General Agriculture (GA), Countryside
(CS), Mixed Commercial (MC), Recreational Commercial (RC), Countryside-5 (CS5) and
General Commercial (GC)

- a. Minimum lot size requirement shall be 20 acres? Create separate requirements
for small and large. Suggest small and miniature golf to have no minimum
lot size. For large recreational use, suggest 20 acres. However,
amusement park needs a better definition and could require at least 20 acres.
- b. Suggest smaller setbacks for smaller lot sizes, staying consistent with zoned area.
- c. Parking requirement is OK.
- d. Clarify bungee jumping vs bungee bouncing.

02/26/2013 Plan Commission Meeting

No Public Comment received regarding this agenda item.

**Recommendation to remove miniature golf from the category of amusement park and make
it its own category in the Table of Principle Uses:**

At a previous meeting, it was discussed to consider removing miniature golf from the definition
of Amusement Park, give it its own definition and category in the Table of Principle Uses; to be
available via a Conditional Use Permit in the Village Commercial and General Commercial
districts. Currently, miniature golf is only included in Amusement Park via a Conditional Use in
the General Commercial district. However for Village Commercial, it makes sense to allow
miniature golf to be its own category; that can be restricted and tastefully done. If the Town
Board decides to move forward, the text amendment petition would go to the County and then
out to all of the Towns for approval.

Merline read the definition of Village Commercial. In comparison to some other allowed uses,
it makes sense to allow miniature golf as well.

Hellyer stated concerns regarding a text amendment change and doesn't think it is fair to
change the rules after the Commission and the Board decided not to grant Butchart's zoning
amendment request.

The Commission reiterated that the discussion about the miniature golf definition came about
because of the petition for zoning amendment by Butchart and text amendments that were
received from the County discussing this same thing. They denied that petition for zoning
amendment because it opened up the property to the other possibilities of an amusement park
and that of General Commercial.

Neighbors would still have an opportunity to give testimony and voice their concerns through a
conditional use permit process.

Butchart stated that mini golf is predominantly non mechanical. A mini golf course is limited
and will have less of an impact, than some of the other possibilities already allowed in Village
Commercial.

A new definition may also need to consider the definition of arcade.

*Motion: (Hackbarth/Young) to recommend to the Town Board to petition the County to remove
miniature golf from the definition of amusement park, create its own definition and category in
the Table of Principle uses, making it available in the Village Commercial and General
Commercial districts as a conditional use. Carried.*

04/03/2013 Town Board Meeting Minutes

Public Comments: *Fred Lewis questioned the petition process for text amendments*

Town Board Petition For Zoning Text Amendment to Remove Miniature Golf from the Category of Amusement Park and Make it its own Category in the Door County Table of Principal Uses: Merkel left the board at 8:46 p.m. Hackbarth presented the draft petition. Skare gave the reasoning behind the creation of the village commercial zoning district. Skare stated he was totally against a separate definition and including in the village commercial even conditionally. It was noted that no minimum property size listed. Stubenvoll stated the use would not affect vistas and felt it would be a benefit to the community. Sohns researched Cape Cod as many times Door County is called the "Cape Cod of the Midwest." Miniature golf and carousel rides are allowed. Sohns supported the text amendment if the miniature golf course is done tastefully with a conditional use. MOTION: (Stubenvoll, Sohns) to approve the text amendment as presented. Carried, Skare opposed.
9:07 p.m. Merkel returned.

05/29/2013 Plan Commission Meeting

No Public Comment received regarding these agenda items.

Review Door County Planning's Recommendations of the Petition for Miniature Golf: Mariah Goode sent back 2 options for review regarding the miniature golf text amendment.

Option #1 - the Town revises the amendments with a few corrections that will still be sent to the other Towns for review.

Option #2 - the Town create an amendment to the Gibraltar table of principal uses only (s. 2.05(3)(b)), placing a "C" (indicating conditional use permit) in the Village Commercial column in the "amusement park" row, with a footnote next to the C. (Need to determine if the footnote will also apply to the General Commercial district). The footnote would read something along the lines of: "Amusement parks shall be limited to miniature golf courses only." No further amendments or definitions would be required, and no review or approval by the other towns would be necessary.

The Commission discussed that Option #2 is the easier route, but feel that Option #1 is really the intent of the petition. Other towns may also be interested to have miniature golf as its own definition. Hackbarth doesn't think the other Towns will organize against this petition and has concerns of how the County could interpret the footnote. There still isn't a definition for miniature golf.

Make Recommendation to the Town Board on the Revised Petition for Miniature Golf:

Motion: (Hackbarth/ Young) to revise the definition, using Option 1 with amendments. Young and Hackbarth in favor, Merline & Blackwood opposed. Tie Vote, Motion Fails.

Motion: (Young/Blackwood) to recommend to the Town Board that they move forward with option #2. Amended to include that the County create a definition for miniature golf and that the Gibraltar Table of Principal Uses include a "C" and footnote in Amusement Park indicating that Amusement Parks shall be limited to Miniature Golf Courses only, applies to Village Commercial only and will not affect General Commercial. Carried, Hackbarth opposed because he feels Option #1 is the better option.

06/05/2013 Town Board Meeting

No Public Comment received regarding this agenda item

Plan Commission Recommendations to Revise Petition for Miniature Golf: Merkel recused himself from the meeting and left the room at 9:26 p.m. Hackbarth took over the meeting for the chair. Linda Merline detailed the Commission recommendation and Hackbarth's preference. Sohns expressed concern for other lower impact sports being excluded from the discussion. MOTION: (Hackbarth, Skare) to go with Option #1 (the town revises the amendments with a few corrections that will still be sent to the other Towns for review) and bring back revisions. MOTION: (Hackbarth, Skare) to amend motion to work with Door County Planning and bring back for review at the July 3rd meeting. MOTION: (Hackbarth, Skare) to go with Option #1, working with Door County Planning and bring back for review at the July 3rd meeting. Carried

07/03/2013 Town Board Meeting

No public comment received regarding this agenda item

Revised Petition for Zoning Text Amendment Regarding Miniature Golf Definition, Classification and Conditional Use: Merkel recused himself from the meeting and left the room at 10:41p.m. Hackbarth took over the meeting from Merkel. The definition back from the county states: a novelty game being played with a putter on a miniature course usually having tunnels, bridges, sharp corners and obstacles. This is being proposed as a conditional use permit. MOTION: (Sohns, Stubenvoll) that we send the text amendment on to the County. Carried, Merkel returned to the meeting 10:43 p.m.

08/27/2013 Plan Commission Public Hearing

No Public Comment received regarding these agenda items.

Petition for Zoning Text Amendment- Miniature Golf: The petition has been received back from the County and forwarded to all other Towns in the County. Hackbarth read the final draft into the record. Merline clarified which districts miniature golf would be allowed.

Merline opened the public hearing and explained the procedures.

In Support: None

In Opposition: Larry Mackowski, Fish Creek - feels that miniature golf doesn't belong in village commercial. Afraid we are opening the Town to other uses which could destroy the beauty of the area.

Merline closed the public hearing

Motion: (Hackbarth/Blackwood) to recommend support of the Gibraltar sponsored text amendment. Carried.

09/04/2013 Town Board Meeting

No public comment received regarding this agenda item

Petition for Zoning Amendment Text: Town of Gibraltar Miniature Golf Courses and Amusement Parks: Merkel left the table at 10:10 p.m. Hackbarth detailed the amendment and the history that brought it forward. Skare stated that during the Comprehensive Plan process there was a reason the people chose to exclude this activity; it was not meant for the village. Sohns stated that this (miniature golf course) is something that could be done tastefully. *MOTION: (Sohns, Stubenvoll) to support the Petition for Zoning Amendment Text Town of Gibraltar Miniature Golf Courses and Amusement Parks. Carried, Skare opposed and Merkel abstained.*

TOWN OF GIBRALTAR

ORDINANCE 2021-07

OPERATING A SHORT-TERM RENTAL

The Town Board of Gibraltar, in the County of Door, State of Wisconsin, does hereby ordain as follows:

Purpose

The purpose of this ordinance is to protect the quality of life, the character, and stability of neighborhoods, and to create an understanding with property owners who seek to use their properties as short-term rentals ["STR" or "STRs"]

Because of fractured bedrock and Karst topography that encompasses most of Door County, STRs that are rented "over capacity" for their private onsite wastewater treatment system ("POWTS") risk contamination of and thereby, the health and quality of the potable water supply.

State Statutes Adopted – Authority

The Board of Supervisors of the Town of Gibraltar is granted authority for adopting this ordinance under 60.10(2)(c) and 60.22(3), Wisconsin Statutes. The Town Board Adopts this Ordinance under its general Village powers authority and 66.1014 of the Wisconsin Statutes, 2017 Act 59.

Definitions

1. "STR ("Short Term Rental")" means a Residential Dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.
2. "Residential Dwelling" means any building, structure or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household, to the exclusion of all others.
3. "Property Owners Agent ("Agent")" means a person or and entity who is not the Property Owner of record and who is authorized to act as the Agent of the Property Owner for the receipt of service of notice and remedy of municipal ordinance violations and for service of process pursuant to this ordinance.
4. "Property Owner ("Owner")" means the person or entity who owns the Residential Dwelling that is being rented.
5. "Resident Agent" see "Property Owner's Agent."
6. "POWTS" means Private Onsite Wastewater Treatment System.
7. "Office of Short-Term Rentals ("OSTR")" means the agent or any agency that may be employed by the Town to administer the regulation of STRs, including but not limited to permitting, collection of fees, and the reporting of instances of non-compliance for enforcement purposes.
8. "DCTZC" means the Door County Tourism Zone Commission.
9. "DATCP" means the Wisconsin Department of Agriculture Trade and Consumer Protection.

Short -Term Rental License

No person shall maintain, manage, or operate a STR more than ten (10) nights each year without a STR Business license issued by the town of Gibraltar pursuant to this Ordinance

Licenses shall be issued using the following procedures:

1. All applicants for a STR business license shall be filed with the Town Clerk, or the designee of the Town Clerk, on forms provided. Applications shall be filed by the property owner or authorized agent. No license shall be issued unless the completed application form is accompanied by the payment of the required application fee.
2. All applications for a STR business license shall include a copy of the annual inspection report as required by Wisconsin Department of Agriculture Trade and Consumer Protection "DATCP".
3. The Town Clerk shall issue a STR business license to all applicants following payment of the required fee, receipt of fully completed documentation and information requested by the application, and application approval by the Town of Gibraltar Town Board.
4. A STR business license shall be effective for one year. The annual licensing term begins January 1st and ends December 31st the same year.
5. A fully completed renewal application and renewal fee shall be filed with the Town Clerk at least (45) days prior to license expiration so that the Town Board has adequate time to consider the application. The renewal application shall include any updated information since the filing of the original application.
6. Any changes in the ownership of the property require a new license per Wisconsin Administrative Code 72.04(b) prior to obtaining a permit from the Town.

An owner may apply for a new license no less than 12 months after being revoked. (see "Revocation" and "revocation process" sections below.)

Application and Permit Process

The town, or in collaboration with its agent OSTR shall provide an easy, online way of getting and renewing a permit.

- A. The application shall include the following:
 - Address and tax key of the residential dwelling.
 - Names and addresses of the applicant, Owner of the dwelling, and promoter of sponsor.
 - Copy of the current DATCP rooming house license or confirmation of DATCP application
 - Copy of DCTZC license.
 - Name, address and phone number of the owner or designated operator for the property where such a distinction might occur.
 - Proposed MAXIMUM occupancy for the dwelling.
 - Proof of design capacity of POWTS to accommodate subsection 6 under definitions.
 - Copy of Town Good Neighbor standards (consider DCTZC & other hosts Good Neighbor Standards) permit process
 - Proof of casualty and liability insurance issued by an insurance company authorized to do business in the state of Wisconsin, identifying the property as used for rental, short-term or otherwise.

Operation of a Short-Term Rental

Each Short-term rental shall comply with the following requirements:

- The property owner or resident agent shall be accessible either directly or through the OSTR
- No recreational vehicle, camper or other temporary lodging arrangement shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees.
- If the property is not served by a public sanitary sewer, a private onsite wastewater treatment system "POWTS" in full compliance with this ordinance and in accordance with Chapter 21 of the Door County Code shall serve the property.
- If the property is served by a POWTS, occupancy shall be limited to the number of occupants for which the POWTS was designed.
- Sufficient off-street parking shall be available to accommodate all vehicles on the Short-term Renter premises. Off street parking shall be in compliance with Door County Comprehensive Zoning Ordinance, Chapter 7, and all Parking regulations under Town of Gibraltar Parking Ordinances.
- Signage shall conform to applicable Town of Gibraltar and Door County Ordinances.
- Rental dwellings shall be able to reasonably accommodate reliable telephone communication in case of emergency, this includes a key holder or contact that can respond to the property within (45) minutes of an emergency call.
- Outdoor events including but not limited to, weddings, graduations, reunions and the like are limited to ten (10) in a calendar year per Door County Zoning 2.07(1)(a).

Property Rules

A copy of the State of Wisconsin tourist rooming house license and the Town of Gibraltar STR business license be posted on the property. Property rules shall be made available to the renters and shall include at a minimum the following information:

- Maximum occupancy for the property.
- Contact information for the key holder or designated operator
- Parking locations
- Quiet hours of 10:00P.M. to 7:00 A.M.
- Outdoor burning regulations and contact information for the Town of Gibraltar fire department.
- Non-emergency contact information for law enforcement
- A set of instructions on dealing with POWTS if applicable (location of high-water alarms, etc.).
- How, where, and when waste and recyclables are disposed of properly.
- Control and oversight of any pets

Revocation/suspension

A license, as issued, is subject to revocation or suspension if the Owner of the property fails to comply with the requirements of this Ordinance under the Town of Gibraltar STR business license policy as set forth in the enforcement section.

Over and above the Town of Gibraltar STR business license policy. The Town Board has the authority to suspend, revoke, reject or non-renew a STR business license or license application if the Board determines that the licensee:

- Has failed to adhere to Town of Gibraltar and/or Door County Ordinances
- Has outstanding fees, taxes, or forfeitures owed to the Town of Gibraltar.
- Has been convicted of or whose Agent or renters have been convicted of engaging in illegal activity while on the STR premises.

Revocation/suspension Process

The Town of Gibraltar at its discretion, shall:

Review all complaints, notifications, forfeitures and non-compliance issues through its established licensing committee. The committee will notify the owners in writing any decisions made by the licensing committee.

Notify the owner of the property of any noncompliance.

Determined whether the owner of the STR property has remedied the violation and shall schedule a license revocation/suspension hearing in front of the Town of Gibraltar Board if the violations are not remedied in a timely manner.

Notify the owner and attempt to notify all property owners located within 300 feet of the property of the hearing date at least two weeks prior to the hearing before the Town of Gibraltar Board.

Hear written or verbal testimony from other affected parties at the time of the hearing before the Town of Gibraltar Board.

Provide a decision Made by the Town Board of Gibraltar in writing to the owner.

Fees

Permit fee schedule. The license application fees established by the Town of Gibraltar Board of Supervisors shall correlate with the administrative and related costs involved with compliance monitoring. A schedule of the fees shall be made available for review.

- Initial STR business application fee.....\$45
- Renewal STR application fee.....\$45
- Late fee.....\$25
- Inspections (If necessary)\$100

Enforcement

The Town of Gibraltar police department, or a designated outside provider, shall be the established enforcement structure for issuance of any warnings, notifications or forfeitures.

The Town of Gibraltar has an established licensing committee that reviews complaints, notifications and forfeitures that have been issued against a STR owner. The licensing committee is granted authority to review and notify the STR owner of any decision the committee will make against an owner of an STR. The licensing committee will make recommendations to the Town Board weather a suspension or

revocation hearing is necessary. The Town of Gibraltar licensing committee will provide testimony if any hearings are scheduled.

The goal is to incentivize compliance with the appropriate fees and fines, but not be so overburdensome that it prevents users from participating in the enforcement and regulatory process.

The enforcement structure includes but is not limited to the positing of and adhering to the “good neighbor” policy. Also, the enforcement structure includes but is not limited to the Town of Gibraltar STR compliance policy which prohibits an owner from using the property as an STR if the owner is out of compliance in an annual permitting cycle.

Severability

If any portion of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such a decision shall not affect the validity of any other provisions of this ordinance.

Town of Gibraltar
STR Business License
Policy
Enacted xxxxxxxx, 2021

The Town Board of Gibraltar has ordained that business in the Town will be required to apply for and hold a business license to operate within the Town limits. The Town has included those properties that operate a short-term rental more than (10) days per year, be included in the license requirement.

The license will be issued for one year from January 1st to December 31st applicants will be reviewed by the Licensing Committee which consists of:

- Town Clerk
- Town Administrator
- Fire Chief
- Police Chief

The Licensing Committee will make a recommendation to the Town Board for approval/denial based on STR ordinance compliance.

The Licensing Committee will act as the review committee if complaints are received or STR businesses fail to meet ordinance compliance. The Licensing Committee will keep records of complaints and violations as well as non-compliance issues with STR businesses.

The Licensing Committee will send by mail the decision by the Licensing Committee of the complaint, violation or non-compliance is deemed significant enough to warrant a strike against the STR license holder. If a STR business license has three complaints, violations, or non-compliance reviews within a twelve-month period a hearing before the Town Board will be held to determine if the STR business license will be revoked or suspended.

If a hearing is held the STR business license holder will have the opportunity to present in front of the Town Board testimony in their defense.

It is to be understood the Town of Gibraltar Board has full authority to grant as well as revoke or suspend any STR business license and the Licensing Committee has the authority granted by the Town Board to review STR business licenses, and make recommendations to the Town board.

Business license demerit will be conducted as follows:

- 1st offence written warning
- 2nd offence written warning
- 3rd offence recommendation to the Town Board for suspension/revocation hearing

Gibraltar Town Board hearing determination schedule:

1st determination is a 10-day suspension

2nd determination 30-day suspension (30 day will apply if this is the second hearing of violations within 12 months)

3rd determination is revocation of STR business license. (Revocation will apply if this is the third hearing within 12 months)

If the Gibraltar Town Board determines a violation, and a suspension is enacted, the suspension must be completed within (30) thirty days of notification.

If this is the second directive (30) day suspension determination by the Gibraltar Town Board the suspension will begin after (10) days of notification.

If an STR license is revoked by the Gibraltar Town Board the revocation will take affect immediately.

Town of Gibraltar
Business License
Policy
Enacted xxxxxxxx, 2021

The Town Board of Gibraltar has ordained that business in the Town will be required to apply for and hold a business license to operate within the Town limits.

Businesses will be defined as any entity or organization engaged in commercial, professional, charitable, non-profit or industrial activities.

The license will be issued for one year from January 1st to December 31st. Applicants will be reviewed by the Licensing Committee which consists of:

- Town Clerk
- Town Administrator
- Fire Chief
- Police Chief

The Licensing Committee will make a recommendation to the Town Board for approval/denial based on ordinance compliance.

The Licensing Committee will act as the review committee if complaints are received or businesses fail to meet ordinance compliance. The Licensing Committee will keep records of complaints and violations as well as non-compliance issues with businesses.

The Licensing Committee will send by mail the decision by the Licensing Committee if the complaint, violation or non-compliance is deemed significant enough to warrant a strike against the business license holder. If a business license has three complaints, violations, or non-compliance reviews within a twelve-month period, a hearing before the Town Board will be held to determine if the business license will be revoked.

If a hearing is held the business license holder will have the opportunity to present in front of the Town Board testimony in their defense.

It is to be understood the Town of Gibraltar Board has full authority to grant as well as revoke any business license and the licensing committee has the authority granted by the Town Board to review business licenses, and make recommendations to the Town board.



Town of Gibraltar
4097 Main Street
Fish Creek, WI 54212
(920) 868-1714
clerk@townofgibraltar.us

Town of Gibraltar Business License

BUSINESS INFORMATION

BUSINESS NAME: _____

DESCRIPTION OF BUSINESS: _____

BUSINESS PHYSICAL ADDRESS: _____ CITY/ST/ZIP: _____

BUSINESS MAILING ADDRESS: _____ CITY/ST/ZIP: _____

BUSINESS PHONE: _____ BUSINESS EMAIL: _____

EMERGENCY CONTACT (WITHIN 45 MINUTES): _____ EMERGENCY PHONE: _____

EMERGENCY CONTACT ADDRESS: _____

BUSINESS OWNER

BUSINESS OWNER NAME: _____

OWNER'S ADDRESS: _____ CITY/ST/ZIP: _____

BUILDING OWNER

BUILDING OWNER'S NAME: _____

BUILDING OWNER'S ADDRESS: _____ CITY/ST/ZIP: _____

BUILDING OWNER'S PHONE: _____ EMAIL: _____

1) IS THIS BUSINESS OPERATED OUT OF YOUR HOME? YES: _____ NO: _____

IF YES, PLEASE ANSWER THE QUESTIONS 2 –

2) DOES THE GENERAL PUBLIC COME TO YOUR HOME FOR YOUR BUSINESS? YES: _____ NO: _____



Town of Gibraltar
4097 Main Street
Fish Creek, WI 54212
(920) 868-1714
clerk@townofgibraltar.us

Town of Gibraltar Business License

3) DO YOU HAVE ANY OUTSIDE EMPLOYEES? YES: _____ NO: _____

4) IS THIS BUSINESS A SHORT-TERM RENTAL? YES: _____ NO: _____

IF YES, PROOF OF THE FOLLOWING ARE REQUIRED TO BE ON FILE WITH THE TOWN OFFICE:

_____ TOURISM ROOMING HOUSE LICENSE PERMIT FROM THE STATE OF WI DEPARTMENT OF AGRICULTURE,
TRADE & CONSUMER PROTECTION UNDER ATCP 72.04

_____ COMPLETE STATE LODGING ESTABLISHMENT INSPECTION DATED WITHIN 60 DAYS OF THE DATE OF
ISSUANCE OR RENEWAL

_____ PROOF OF CASUALTY AND LIABILITY INSURANCE ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO
DO BUSINESS IN THE STATE OF WISCONSIN, WITH LIABILITY LIMITS OF NOT LESS THAN \$300,000
PER INDIVIDUAL AND \$1,000,000 AGGREGATE.

_____ FLOOR PLAN OF THE PROPOSED PROPERTY FOR RENTAL WITH REQUESTED MAXIMUM OCCUPANCE

_____ SITE PLAN INCLUDING AVAILABLE ONSITE PARKING

_____ ANNUAL GENERAL BUILDING AND FIRE INSPECTION

_____ ROOM TAX PERMIT

I, _____ (property owner or authorized agent) certify that the above
property meets the requirements of the Town of Gibraltar.

Signature of Property Owner OR Authorized Agent

FOR OFFICE USE ONLY:

DATE RECEIVED: _____ VALID _____, 20__ TO _____, 20__

FEE: _____ ORIGINAL APPLICATION: _____ RENEWAL: _____ INFORMATION CHANGE: _____

INTERGOVERNMENTAL ROOM TAX AGREEMENT

Third Amendment and Restatement

THIS INTERGOVERNMENTAL AGREEMENT THIRD AMENDMENT AND RESTATEMENT is made and entered into the dates set forth herein below by and between the below identified Wisconsin governmental bodies located in Door County, Wisconsin (the "Municipalities") pursuant to the provisions of Sec. 66.0301, Wis. Stats., and Sec. 66.0615, Wis. Stats., for the purpose of promoting tourism in Door County, Wisconsin and the joint municipal administration of a local room tax.

PREAMBLE

WHEREAS, the Municipalities have, pursuant to the provisions of Sec. 66.0615, Wis. Stats., previously adopted, within their respective jurisdictions, a local room tax; and

WHEREAS, the Municipalities have previously entered into an intergovernmental agreement pursuant to the provisions of Sec. 66.0301, Wis. Stats., and Sec. 66.0615, Wis. Stats., (the "Agreement") to administer the local room tax through the establishment of a tourism zone encompassing the boundaries of the Municipalities, being all of Door County, Wisconsin, known as the "Door County Tourism Zone"; and

WHEREAS, the Municipalities have, pursuant to Sec. 66.0615, Wis. Stats., previously established a commission, known as the "Door County Tourism Zone Commission"; and

WHEREAS, the Municipalities have, as of January 1, 2009, previously amended the Agreement to address changes in the statutory room tax provisions and in the administration of the room tax by the Commission; and

WHEREAS, the Municipalities are again desirous of amending the Agreement to address additional recent statutory revisions and to increase the local room tax to 8.00%;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 DEFINITIONS. The following words and phrases shall have the following meanings when used in this Agreement, unless the context clearly indicates a different meaning is intended:

- (a) "*Agreement*" shall mean this intergovernmental agreement among the Member Municipalities establishing a Room Tax Tourism Zone and a

Room Tax Commission to oversee the administration and enforcement of the Member Municipalities Room Tax Ordinances.

- (b) “*Commission*” has the meaning defined in Sec. 66.0615(a), Wis. Stats.
- (c) “*Commissioner*” shall mean an individual appointed by a Municipality to serve on the Commission as made and provided under the provisions of Sec. 66.0615, Wis. Stats.
- (d) “*Door County Tourism Zone*” shall mean the Tourism Zone authorized and establish in Door County, Wisconsin pursuant to the provisions of Sec. 66.0615, Wis. Stats., under the provisions of the Tourism Zone Agreement among the municipalities participating therein.
- (e) “*Door County Tourism Zone Commission*” shall mean the Commission established hereunder for the administration of the room tax pursuant to Sec. 66.0615, Wis. Stats.
- (f) “*Gross Receipts*” shall mean the total revenue received from the retail furnishing of rooms, lodging, or similar accommodations by a Lodging Provider as defined herein, including any Lodging Marketplace provider service fees.
- (g) “*Hotel and Motel*” have the meaning as defined in Sec. 77.52(2)(a)1, Wis. Stats., as being a building or a group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, bed and breakfast establishments, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins, commercial indoor lodging facilities and any other building or group of building in which accommodations are available to the public, except accommodations rented for a continuous period of more than thirty (30) consecutive days and accommodations furnished by any hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (h) “*Lodging Permit*” shall mean the permit issued by the Commission to Lodging Providers authorizing the furnishing, at retail of rooms or lodging to Transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations

that are available to the public, irrespective of whether membership is required for use of the accommodations.

- (i) “*Lodging Marketplace*” or “Lodging Marketplace Provider” shall mean an entity that provides a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.
- (j) “*Lodging Provider*” shall mean the operator of a Hotel or Motel, as defined herein above.
- (k) “*Member Municipalities*” shall mean the municipalities located in Door County, Wisconsin which have created and established the Door County Tourism Zone and the Door County Tourism Zone Commission to operate and administer the Tourism Zone as more particularly described on ATTACHMENT “A” hereto.
- (l) “*Municipality*” means the (City / Village / Town) of _____, Door County, Wisconsin.
- (m) “*Payor*” means the transient lodging person or entity who owes the tax imposed by this ordinance.
- (n) “*Reserve Fund*” means the fund established and maintained by the Commission containing funds in excess of the approved annual Tourism Entity budget to be used exclusively for such tourism promotion or tourism development projects as the Commission shall, from time to time so determine in the manner made and provided herein.
- (o) “*Room Tax*” means the lodging tax of 8.00% imposed by ordinance of this Municipality and all of the Member Municipalities for the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations, subject to the exceptions provided in Sec. 66.0615(1)(m)a, Wis. Stats.
- (p) “*Tourism*” has the meaning as defined in Sec.66.0615(1)(e), Wis. Stats., as being any travel for recreational, business or educational purposes.
- (q) “*Tourism Entity*” shall mean a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination

marketing staff and services for the tourism industry in a municipality, except that if no such organization exists, a municipality may contract with one of the following entities:

1. A nonprofit organization that spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality; or
 2. A nonprofit organization that was incorporated before January 1, 2015, spends 100 percent of the room tax revenue it receives from a municipality on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality.
- (r) “*Tourism promotion and development*” has the meaning as defined in Sec. 66.0615(1)(fm), Wis. Stats., as being any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under sub. (1m) (a) may be imposed, that are owned by different persons and located within a municipality in which a tax under this section is in effect; or, if the municipality has only one such establishment, reasonably likely to generate paid overnight stays in that establishment:
1. Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motorcoach groups.
 2. Transient tourist informational services.
 3. Tangible municipal development, including a convention center.
- (s) “*Tourism Zone*” has the meaning as defined in Sec. 66.0615, Wis. Stats. as being an area made up of two or more municipalities that, those municipalities agree, is a single tourism destination as perceived by the traveling public.
- (t) “*Tourism Zone Agreement*” shall mean this intergovernmental agreement created under the provisions of Sec. 66.0301, Wis. Stats., for the purpose provided under Sec. 66.0615(1m)(b)2, Wis. Stats.

- (u) “*Tourism Zone Audit*” shall mean the annual Room Tax audit to be performed by the Commission and provided to the Member Municipalities.
- (v) “*Transient*” has the meaning as defined in Sec. 77.52(2)(a)1, Wis. Stats., as being any person residing for a continuous period of less than thirty (30) consecutive days in a Hotel, Motel, or other furnished accommodations available to the public.

Section 1.2 USE OF PHRASES; RULES OF CONSTRUCTION. The following provisions shall be applied wherever appropriate herein:

- (a) “Herein”, “hereby”, “hereunder”, “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which such word is used.
- (b) The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are used in the singular or plural.

ARTICLE II PURPOSE

Section 2.1 SINGLE DESTINATION. The Municipalities have previously agreed and continue to agree and acknowledge that the traveling public generally perceives the area encompassing the municipalities as a single tourism destination.

Section 2.2 TOURISM ZONE. Upon the agreement and acknowledgement that the traveling public perceives Door County, Wisconsin as a single tourism destination, the Municipalities agree to designate the area encompassing their respective municipal jurisdictions as a “Tourism Zone”, pursuant to Sec. 66.0615(1)(h), Wis. Stats., to be known as the “Door County Tourism Zone”.

Section 2.3 PURPOSE. The purpose of this Agreement shall be for the establishment of a Tourism Zone encompassing the jurisdictions of the Municipalities and for the joint administration and enforcement of the local room tax adopted by the Municipalities within the framework of the Tourism Zone.

ARTICLE III ROOM TAX

Section 3.1 ROOM TAX IMPOSED. The Member Municipalities previously agreed and continue to agree to impose a room tax of 8.00% on transient lodgers by entities furnishing, at retail, rooms or lodging to transients, renting for less than thirty (30) days,

by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public. In addition, any Condominium Association in which the Association brokers any form of rental lodging that is subject to Sales or Use Tax shall also be subject to a room tax. Any Real Estate Agency or Property Management Company which also rents lodging that is subject to Sales or Use Tax shall also be subject to this Agreement. The Room Tax shall be imposed on the gross receipts, the total revenue received from the retail furnishing of rooms, lodging and all lodging amenities received for the rates charged by a hotel or motel as defined within this Agreement. Lodging amenities may include breakfast, newspaper, Internet, telephone, cable TV, swimming pool, whirlpools and other amenities not available without charge to the general public not staying at the lodging establishment. Sales not subject to the Room Tax would be any items sold over the counter, as in a gift shop, separate sales in an adjoining restaurant, room service, vending machine or bar, the part of a package sale that is separate from lodging. Sales not subject to sales tax would also be exempt from Room Tax. There is also no sales tax on the Room Tax.

Section 3.2 ROOM TAX ORDINANCE. Beginning effective as of May 1, 2007, the Member Municipalities previously agreed to and did enact a Room Tax Ordinance that imposed a local room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations.

Section 3.3 ROOM TAX PAYMENT. The Commission shall require that the Room Tax should be paid by the Lodging Provider on a monthly basis to be paid by the end of the month following the month in which the tax was collected by the Lodging Provider. While the Room Tax is owed to the local municipality which imposed the tax, for convenience and collection purposes, all room tax returns and payments are to be sent directly to the Commission. Subject to the provisions of Section 4.12(c) hereof, the Commission shall, on or before the end of each month, send to each Member Municipality a payment along with the report required in Section 5.11 of this Agreement showing the total room tax collected from all lodging properties in their municipality for the previous month. This payment will equal thirty percent (30%) of all Room Tax collected in their municipality plus or minus any adjustments from the previous months.

Section 3.4 ROOM TAX AMENDMENT. That effective January 1, 2022, the local room tax to be administered hereunder pursuant to the amended local ordinances shall be 8.00%.

Section 3.5 ROOM TAX RATE ADJUSTMENT. Any person or business otherwise required to file a return and make a payment, will be allowed an exemption from the requirement to collect and pay the increased Room Tax at the new rate of 8.00% for any

signed contract dated prior to the adoption of this Ordinance in which the contract guarantees the lodging rates and the applicable taxes as of that date. This exemption shall also be applied to any gift certificate purchase before the adoption of this Ordinance, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this Ordinance, which are not binding contracts.

ARTICLE IV ROOM TAX COMMISSION

Section 4.1 ROOM TAX COMMISSION. The Member Municipalities further agreed to and did create a Commission pursuant to the provisions of Wisconsin Statutes 66.0615, known as the “Door County Tourism Zone Commission”, for the purpose of monitoring and administering the collection of room taxes, including the enforcement thereof; for contracting with the Tourism Entity to obtain staff, support service and assistance in developing and implementing programs to promote the Tourism Zone to visitors; and, to do all things necessary and provided for by the statute.

Section 4.2 COMMISSION MEMBERSHIP. The Commission created by this Agreement under Sec.66.0615, Wis. Stats., shall consist of the following members:

- (a) Three (3) members from each municipality in which annual tax collections exceed \$1 million.
- (b) Two (2) members from each municipality in which annual tax collections exceed \$300,000.
- (c) One (1) member from each municipality in which annual tax collections are \$300,000 or less.
- (9) Two additional members (at large members), who represent the Wisconsin hotel and motel industry, shall be appointed to the Commission by a majority vote of members of the Commission, or a duly authorized nominating committee, and these individuals shall serve for a one-year term at the pleasure of the Commission and may be reappointed. These members shall not be members of the Board of Directors or employees of the Tourism Entity.

Section 4.3 APPOINTMENT OF COMMISSION MEMBERS. Members of the Commission shall be appointed by the principal elected official in the Member Municipalities and shall be confirmed by a majority vote of the Member Municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official and may be reappointed. Members of

the Commission shall receive no compensation for service to the Commission, but may be compensated for actual expenses and mileage while attending meetings or on official business for the Commission. This compensation may be in the form of prepayment, allowance or actual reimbursement of any expenses incurred. While membership on the Commission is provided for each municipality in the zone agreement, all membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum. All municipalities will still receive their monthly, quarterly and annual reports from the Commission. If a member of the Commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the chairperson, they may appoint another person to fill the unexpired term.

Section 4.4 COMMISSION PROCEDURES AND BYLAWS. The Commission shall meet monthly; but, may also meet at the call of the chairperson or by petition of any three Commissioners. The Commission may, by a vote of the Commissioners, modify the monthly meeting requirement. The Commission may, by majority vote, establish and implement such procedures and protocols as it deems necessary for the effective and efficient administration of implementation, collection and enforcement of the Room Tax. The Commission may develop and adopt bylaws which are consistent with this Agreement and approved by a two-thirds (2/3) majority of the Municipalities.

Section 4.5 INSURANCE COVERAGE. The Commission shall also obtain and maintain the following insurance coverages;

- (a) Errors and omissions coverage in an amount to be determined and approved by the Commission to provide adequately protection;
- (b) Crime Coverage in an amount to be determined and approved by the Commission to provide adequately protection; and,
- (c) Any other insurance deemed necessary by the Commission in the conduct of its business.
- (d) Expenses and insurance shall be paid as administration expenses by the Commission. Any checks or payments issued by the Commission shall bear the signatures of two (2) officers of the Commission (chairperson, vice chairperson, secretary and/or treasurer).

Section 4.6 ANNUAL AUDIT. The Commission shall submit all financial records to a licensed accounting firm for an annual financial audit and a copy of that audit shall be provided to the Member Municipalities. The accounting firm shall be selected by a majority vote of the Commission. All meeting notices and minutes shall be sent to member municipalities.

Section 4.7 ANNUAL MEETING. An annual meeting of the Commission shall be held in June of each year, after the annual report has been received and before the new

summer season begins to answer any questions, discuss any concerns and further explain all goals and objectives. All Municipal Boards and permitted Lodging Properties and the Door County Visitor Bureau shall be notified and invited to attend this Annual Meeting.

Section 4.8 APPLICABILITY OF STATE OPEN MEETINGS LAW. The Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws as amended.

Section 4.9 DELEGATION OF AUTHORITY. Authority is delegated to the Door County Tourism Zone Commission to act as agent of the Municipality in the enforcement of this ordinance as amended, for violation of the requirement of obtaining and maintaining a lodging permit when such lodging permit is required. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to this municipality in the enforcement of this ordinance, including the ability to seek enforcement and penalties for failure to comply with the section requiring a lodging permit.

Section 4.10 ROOM TAX ADMINISTRATION REPORTS. The Commission shall submit the following Room Tax Administration Reports to Member Municipalities:

- (a) Monthly Report. A monthly report that lists all lodging properties in the municipality, the total amount of Room Tax they collectively paid and any properties that are delinquent. It should also include a payment to the municipality for thirty percent (30%) of the amount collected. This report and payment should be sent by the end of the month for collections received by the Commission in the previous month.
- (b) Annual Report. At least ten (10) days after the Tourism Zone's Annual Meeting, The Commission shall provide the Member Municipalities and Lodging Properties within the Tourism Zone an Annual Report that summarizes the financial activity of the Commission for the past year and shall include:
 - 1. The Commission's annual audit.
 - 2. All room taxes collected by the municipalities for each month of the year.
 - 3. All payments to the Tourism Entity and an end of year balance sheet.
 - 4. The annual report from the Tourism Entity which shall summarize the activity of the past year and show:

- i. The return on investment, i.e., what was gained from the room taxes invested, how well the goals and objectives established in the last annual report were achieved.
- ii. The Tourism Entity's goals and objectives for the coming year will be which goals and objectives should have been set after discussion and mutual agreement between the Tourism Entity and the Commission.

Section 4.11 COMMISSION OPERATIONAL FUNDING. The administrative and operating expenses of the Commission, shall be paid by the Member Municipalities based upon and subject to the following:

- (a) Commission Administrative and Operating Expenses. The Commission's administrative and operating expenses subject to contribution hereunder shall include, but are not limited to, the cost of: issuing permits; monitoring, enforcing and prosecuting the collection of Room Tax; reviewing the progress of the contracted Tourism Entity; approving the Tourism Entity's budget; approving the payment of monthly expenses; and, preparing monthly, quarterly and annual reports to the participating municipalities Member Municipalities, plus any and all tasks and costs necessary in the operation of the Commission.
- (b) Additional Commission Administrative Expenses. The Commission's administrative expenses shall also include, but not be limited to, reimbursement of Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to staff, mileage paid to staff when necessary for work related travel, rental of office space, accounting fees for the annual audit and other Commission related accounting services, insurance costs for coverages approved by the Commission, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for the mileage reimbursement hereunder shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically.
- (c) Calculation of Municipal Contribution. The contribution amount owed by each Member Municipality shall be determined by its percentage share of the room tax collected, as shown on the previous year's Tourism Zone Audit, multiplied by the adopted budget of the Commission. The amount determined hereunder shall be paid by each Member Municipality on or before February 1 of each year. In the event that a Member Municipality fails to pay its annual contribution when due, the Commission may withhold

that Member Municipality's Municipal room tax allocation payment until such contribution payment is made.

ARTICLE V

ROOM TAX ADMINISTRATION

Section 5.1 TRANSIENT LODGING PERMIT. Any person, partnership or corporation furnishing lodging in the Tourism Zone, shall, before commencing such business, file with the Tourism Zone Commission, an application and obtain a permit to operate each place of business subject to this Agreement. There shall be no cost for the filing of the application or the permit. Such a permit is not transferable or assignable upon transfer of business ownership. The application form shall include, at minimum, the following information:

- (a) The name of the business under which the person, partnership or corporation transacts business or intends to transact business, which name shall agree with that used for Sales Tax Permits and Property Tax Records.
- (b) The name of the agent for the business or other person designated as responsible to remit the Room Tax, and means to contact this person, including email address, postal address, telephone number, fax number and cell phone number.
- (c) The physical and mailing address of the business.
- (d) Number of rental units at the location for each month of the year during which the business is operating.
- (e) The driver's license number and or Federal Employer Identification Number of the owner of the lodging business.
- (f) The signature of the person designated in item b. above.
- (g) Operating months indicated on the permit application must match all advertised availability.
- (h) The Lodging Marketplace Provider online listing ID or ID's for all advertising in any form or format.

Section 5.3 PERMIT REVIEW AND ISSUANCE. The Commission may accept the application, review it for accuracy and issue the Lodging Permit. The Permit shall not be assignable. The Permit shall only be valid for the person named on the application as being

responsible to remit the Room Tax. In cases where that person should change or the ownership should change during the life of the permit, the application and issuance of a new permit shall be necessary.

Section 5.4 RECORDS RETENTION. As a condition of issuance of a Lodging Permit hereunder, the Commission shall require that the Lodging Provider retain all records related to short term lodging services hereunder for a period of not less than seven (7) years.

Section 5.5 LODGING PERMIT DEACTIVATION. The Commission shall allow a permitted Lodging Provider who ceases lodging operations may apply to the Commission for the de-activation of their Lodging Permit. De-activation of a Lodging Permit shall be subject to the following conditions:

- (a) All advertising in any form or format, including print and online, social media and web sites for the rental unit or units must be removed, discontinued and taken down.
- (b) The Lodging Provider must be current on all filings and tax payments.

Section 5.6 LODGING MARKETPLACE PROVIDERS TO BE LICENSED. Any Lodging Marketplace Provider that provides a platform through which a Lodging Provider offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant shall obtain and maintain a Marketplace Provider Permit from the Commission.

Section 5.7 LODGING MARKETPLACE PROVIDER PERMIT APPLICATION. The Commission shall require that any Lodging Marketplace Provider providing a platform through which a Lodging Provider can offer short term rentals and lodging accommodations to transient guests in the Municipality apply to and file with the Commission, on forms provided by the Commission, an application to provide such services within the Municipality. There shall be no cost for the filing of the application for the Lodging Marketplace Provider Permit. The Commission shall require that the Lodging Marketplace Provider provide, at minimum, the following information:

- (a) The name and tradename of Lodging Marketplace Provider under which it transacts business or intends to transact business.
- (b) The physical and mailing address of the Lodging Marketplace Provider.
- (c) The Federal Employer Identification Number (FEIN) of the Lodging Marketplace Provider.
- (d) The email address for the primary contact person at the Lodging Marketplace Provider.

- (d) The contact name and physical and electronic contact information of and for the person at the Lodging Marketplace Provider who will be submitting the Lodging Marketplace Provider reporting.

Section 5.8 LODGING MARKETPLACE PROVIDER PERMIT REVIEW AND ISSUANCE.

The Commission may accept the Lodging Marketplace Provider application, review it for accuracy and issue a Lodging Marketplace Provider Permit in the form determined by the Commission. The Lodging Marketplace Provider Permit shall not be assignable. The Lodging Marketplace Provider Permit shall only be valid for the Lodging Marketplace Provider identified on the application. In the event of an ownership or name change, Lodging Marketplace Provider shall apply for a new Lodging Marketplace Provider Permit.

Section 5.9 LODGING MARKETPLACE PROVIDER RECORDS RETENTION.

As a condition of issuance of a Lodging Marketplace Provider Permit hereunder, the Commission shall require the Lodging Marketplace Provider to retain all records related to lodging marketplace provider services to Lodging Providers in the Tourism Zone for a period of not less than seven (7) years.

Section 5.10 LODGING MARKETPLACE PROVIDER PERMIT DEACTIVATION.

The Commission shall allow a permitted Lodging Marketplace Provider who ceases operations within the Tourism Zone to apply to the Commission for the de-activation of their Lodging Marketplace Provider Permit. De-activation of a Lodging Permit is subject to the following conditions:

- (a) All lodging marketplace platform services in any form or format in the Tourism Zone must cease, be discontinued and otherwise terminated.
- (b) The Lodging Marketplace Provider must be current on all filings and tax payments.

Section 5.11 MONTHLY ROOM TAX REPORT.

The Commission shall require that all Lodging Providers submit a Monthly Room Tax Return to the Commission, on paper or electronic forms supplied by the Commission, by the end of the month following the month in which the room tax reported by that Return. To allow the Commission to judge the accuracy of the Return, and, for the Commission, with all Returns in total, to judge the effectiveness of the tourism promotion, the Monthly Room Tax Report to be filed by the Lodging Providers shall contain at a minimum the following information:

- (a) Name of the business.
- (b) Physical address, postal address, municipality located within.

- (c) Name of the designated person filling out the return.
- (d) Month and year the Return is for.
- (e) The total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open).
- (f) The total marketplace sales, the amount of room tax paid by each Lodging Marketplace Provider.
- (g) The number of rooms or units rented, total lodging sales for the month.
- (h) The room tax to be paid, (which should equal total lodging sales multiplied by the 8.0% Room Tax).
- (i) The signature of the person filling out this return, attesting to the accuracy of the Return.

Section 5.12 AMENDED OR CORRECTED ROOM TAX REPORT. The Commission shall allow a Lodging Provider to file an amended or corrected Monthly Room Tax Report within forty-eight (48) months of the original filing date. Such amended or corrected Monthly Room Tax Return shall be subject to any additional tax due plus associated interest, penalties and late fees as provided herein on such additional tax due, and be subject to an administrative fee of \$25.00.

ARTICLE VI TOURISM ENTITY

Section 6.1 CONTRACTED SERVICES. Pursuant to Sec. 66.0615(1m)(b) 4, Wis. Stats., the Commission shall, contract with a Tourism Entity to obtain staff, support services and assistance in developing and implementing programs to promote the Tourism Zone to visitors and spend room taxes revenues on tourism promotion and development within the Tourism Zone. The Tourism Entity shall not use any of the room tax revenue to construct or develop a lodging facility.

Section 6.2 TOURISM REVENUE AND EXPENDITURE TRACKING. The Commission shall require that the Tourism Entity track the use of Room Tax revenues and expenditures and state its impact on generating paid overnight stays in the Member Municipalities.

Section 6.3 ANNUAL REPORT. The Commission shall require that the Tourism Entity provide the Commission with a written report as determined by the Commission, no

less than annually, and such report shall be available to the municipality and public upon request.

Section 6.4 RECORD INSPECTION. The Commission shall require that the Tourism Entity permit and allow inspections of its records pertaining to the use of the room tax funds upon request of the Commission at reasonable times.

Section 6.5 RECORDS RETENTION. the Commission shall require that the Tourism Entity retain all records related to short term lodging services hereunder for a period of not less than seven (7) years.

ARTICLE VII

DISTRIBUTION OF ROOM TAXES COLLECTED

Section 7.1 Allocation of Room Tax Collected. Upon receipt of the room taxes that are collected from Lodging Providers and Lodging Marketplace Providers providing transient lodging within the Member Municipalities, the Commission shall, pursuant to Section 66.0615(1m)(d), Wis. Stats.:

- (a) Tourism Zone Tourism Promotion. Allocate and distribute seventy (70%) percent of the amount collected to be spent on tourism promotion and tourism development within the Tourism Zone in the following manner:
 - (1) Forward an amount previously budgeted to be allocated to the Tourism Entity to the Tourism Entity.
 - (2). Deposit the excess amount of the amount budget for the Tourism Entity to the Tourism Reserve Fund to be used and allocated by the Commission for tourism promotion and tourism development within the Tourism Zone to help promote local or special tourism promotion and tourism development within the Tourism Zone through the Tourism Entity. The tourism entity may from time-to-time present special non-budgeted promotions that may require the use of the reserve funds. The expenditure of funds from the Reserve Funds account, for any reason, shall require an approval by a two-thirds (2/3rds) vote by the full Commission membership present at a meeting, properly noticed and at which a quorum is present.
- (b) Municipal Allocation. The Commission shall distribute thirty (30%) percent of the room taxes to the Member Municipalities for such uses and purposes as the governing body of each such Member Municipality shall so determine.

Section 7.2 DISTRIBUTION OF ROOM TAXES COLLECTED. Room Taxes collected by the Commission shall be distributed to the Tourism Entity and the Municipalities as made and provided in Section 7.1 within thirty (30) days of their receipt by the Commission.

ARTICLE VIII COMPLIANCE AND ENFORCEMENT

Section 8.1 FAILURE TO TIMELY FILE MONTHLY ROOM TAX REPORT. The Commission shall require that a Lodging Provider file a Monthly Room Tax Report by the end of the month following the month in which the room tax reported by that Return is reported unless otherwise provided by state regulation. Any Monthly Room Tax Report filed after that date shall be subject to a Late Filing Fee of \$25.00, in addition to other penalties, fees and interest as may be applicable hereunder.

Section 8.2 FAILURE TO TIMELY PAY ROOM TAX. The tax imposed pursuant to the Member Municipalities Room Tax Ordinances shall become delinquent if not paid by Lodging Provider by the due date of the Monthly Room Tax Return as provided in Section 8.1 hereof. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00) whichever is less, of the tax imposed, but not less than \$25.00, shall be established and enforced by the Commission. In addition to this forfeiture, all unpaid taxes under this ordinance shall bear interest at the rate of twelve percent (12%) per annum from the due date of the Return until the payment is received and deposited by the Commission.

Section 8.2 INSPECTION AND AUDIT. Pursuant to Sec. 66.0615(2)(a), Wis. Stats., whenever the Commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to examine and inspect the books, records, memoranda and property of any person who is subject to a local Room Tax Ordinance in order to verify the tax liability of that person or another person. Any Lodging Provider who fails to comply with a request from the Commission for such inspection or audit shall be subject to a penalty of five (5%) of the room tax thereafter determined to be due.

Section 8.3 ROOM TAX ESTIMATE. Pursuant to Sec. 66.0615(2)(c), Wis. Stats., whenever a Lodging Provider fails, neglects or otherwise refuses to file a Monthly Room Tax Return within the time, manner or form required by the Commission, the Commission may, using its best judgment, estimate the room tax due. The room tax estimated hereunder shall be subject to a penalty of twenty (20%) percent of the estimated tax due, plus all associated interest, penalties and late fees as provided hereunder. No refund or modification of the tax determined to be due and owing shall be made until the Lodging Provider files a correct room tax return and permits the Commission to inspect and audit the Lodging Provider's financial records to verify compliance.

Section 8.4 FALSE OR FRAUDULENT RETURN. The Commission shall impose upon any Lodging Provider who files a false or fraudulent return with the intent to defeat, delay or evade the tax imposed by this ordinance, a penalty of fifty (50%) percent of the tax determined to be due or twenty-five (25%) percent of the room tax due from the previous year or \$5,000.00, whichever is less, plus interest and other penalties as provided under Sec. 66.0615(2), Wis. Stats.

Section 8.5 SEPARATE VIOLATIONS. In the administration of the Room Tax, the Commission shall treat each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation for enforcement purposes hereunder. In addition, the Commission may pursue injunctive relief to discontinue repeated violations of the local Room Tax Ordinances.

Section 8.6 PROSECUTIONS. The Commission shall be responsible for compliance enforcement proceedings against any non-compliant Lodging Provider or Lodging Marketplace Provider. Pursuant to the local Room Tax Ordinances, any Lodging Provider or Lodging Marketplace Provider determined to have violated any of the provisions of this ordinance shall be obligated to pay the costs of enforcement and prosecution, in addition to actual attorney's fees and audit expenses, expended in the course of the enforcement and prosecution of such Ordinances.

Section 8.7 COORDINATION WITH DEPARTMENT OF REVENUE. The Commission, through its attorney, may coordinate enforcement efforts with the Department of Revenue for the collection of all delinquent Room Tax and may contract with a collection agency. The Commission shall be responsible for prosecuting fraudulent returns and collecting delinquent tax, penalties and interest. All amounts recovered, whether in the form of tax, penalties, or interest shall be subject to the provisions of Article VII.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 GOVERNING LAW AND VENUE. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Door County, Wisconsin.

Section 9.2 SEVERABILITY. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of any Member Municipality such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative

means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 9.3 INTERPRETATION. This Agreement shall be interpreted as though jointly drafted by the Parties.

Section 9.4 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 9.5 NO THIRD-PARTY BENEFICIARIES. This Agreement does not create any third-party benefits to any person or entity other than the Member Municipalities and the Commission and is solely for the consideration herein expressed.

Section 9.6 FURTHER ACTION. Each of the Member Municipality agrees from time to time to execute and deliver such further instruments, and to take such further action not inconsistent with the provision of this Agreement, as may reasonably be necessary in order to fully perform and carry out the terms and intent of the Agreement.

Section 9.7 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by the Parties hereto. Amendments to this Agreement shall require a minimum of two-thirds (2/3rds) approval by the Member Municipalities.

Section 9.8 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.

Section 9.10 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

IN WITNESS WHEREOF, the Member Municipalities have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below.

Dated: August 4, 2021

TOWN OF GIBRALTER

By: _____
Steve Sohns, Town Chair

Attest:

By: _____
Kelly Murre, Town Clerk

CLERK'S CERTIFICATION

I, Kelly Murre, Town Clerk of the TOWN OF GIBRALTER, WISCONSIN do hereby certify and affirm that the forgoing THIRD AMENDMENT TO INTERGOVERNMENTAL ROOM TAX AGREEMENT was duly and properly approved by Resolution of the Village Board approved and adopted at a meeting of the Town Board held on August 4, 2021 duly called and held upon due notice thereof as posted and published in the manner made and provided by law; and, that the said Resolution has not been amended or revised since the approval thereof.

IN WITNESS WHEREOF I have hereto set my hand and seal as of this 4th day of August, 2021.

TOWN OF GIBRALTER

By: _____
Kelly, Town Clerk

TOWN OF GIBRALTAR

RESOLUTION NO. 2021-04

**RESOLUTION AUTHORIZING AND APPROVING
INTERGOVERNMENTAL ROOM TAX AGREEMENT
AMENDMENT NUMBER THREE**

WHEREAS, pursuant to Sec. 66.0615, Wis. Stats., the Town of Gibraltar has previously adopted an ordinance imposing a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public (the "Room Tax"); and,

WHEREAS, the Town of Gibraltar has amend its current Room Tax Ordinance to increase the Room Tax to eight (8.0%) percent as authorized by Sec. 66.0615(1m)(a), Wis. Stats., and to modify the operations of the Room Tax Commissions; and

WHEREAS, in connection with the amendment to the Room Tax Ordinance, is desirous of amending its current Room Tax Ordinance the Town of Gibraltar is also desirous of amending the Intergovernmental Room Tax Agreement with the other Door County Municipalities comprising the Door County Tourism Zone to ensure that that Agreement is consistent with the amendments to the local Room Tax Ordinance in connection with the joint municipal operation of the Tourism Zone and the Tourism Zone Commission established by the member municipalities; and

WHEREAS, Door County Tourism Zone Commission, previously established by the member municipalities of Door County, including the Town of Gibraltar, has recommended revisions to the current municipal Intergovernmental Room Tax Agreement in the manner set forth on EXHIBIT "A" hereto;

NOW THEREFORE, the Town Board of Gibraltar, Door County, Wisconsin, does hereby RESOLVE in the following:

RESOLVED FIRST. That the THIRD AMENDED INTERGOVERNMENTAL ROOM TAX AGREEMENT, in the form presented herewith, be, and the same hereby is authorized and approved.

RESOLVED SECOND: That the Town Chair and Town Clerk be, and they hereby are, authorized, for and in the name of and on behalf of the Town of Gibraltar to sign, execute, file and deliver the THIRD AMENDED INTERGOVERNMENTAL ROOM TAX AGREEMENT in the form presented herewith or with such changes therein as shall be approved by those authorized officers, their execution and delivery thereof to constitute conclusive evidence of the approval of such changes.

RESOLVED THIRD: That the appropriate officers of the Town of Gibraltar be, and they hereby are, authorized to take all such other and further action and to execute, deliver and file as appropriate, in the name and on behalf of the Town, as they, in their judgment, shall determine necessary or convenient to carry out the intent and to accomplish the purposes of these Resolutions and perform all obligations of the Town of Gibraltar under the THIRD AMENDED INTERGOVERNMENTAL ROOM TAX AGREEMENT.

RESOLVED FOURTH: That this Resolution shall take effect immediately upon adoption and approval.

ADOPTED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

TOWN OF GIBRALTAR

Steve Sohns, Town Chair

ATTEST:

Kelly Murre, Clerk



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Town and Village Boards

From: Josh Van Lieshout, Chair, Door County Tourism Zone Commission

Re: Intergovernmental Agreement and Lodging Tax Ordinance

Date: July 28, 2021

Attached are the long anticipated revised Lodging Tax Ordinance and Intergovernmental Agreement. The successful passage of these documents will implement a number of changes, the most visible being changing the lodging tax rate from 5.5 to 8 percent, however there are a number of other important changes to the Lodging Tax Ordinance that provide for a modernization and strengthening of the reporting, compliance and enforcement provisions.

Tourism Zone Commission attorney William Vande Castle, S.C. has been working on the updates. He is the same attorney who previously worked on drafting the original ordinance and intergovernmental agreement. He is also the attorney who prosecutes the lodging tax ordinance on behalf of member municipalities.

All of the changes have been reviewed and approved by the Tourism Zone Commission whose members are appointed by each municipality in the Zone.

In order for the rate and additional enforcement tools to become effective, thirteen of the nineteen-member municipalities' legislative bodies must pass the same ordinance and intergovernmental agreement. Wisconsin state laws that authorize municipalities to form a tourism zone such as ours, also prohibit municipalities from having different lodging tax rates and authorizing ordinances if they are in the same zone. If a municipality chooses not to pass the revised Ordinance and Intergovernmental Agreement initially and later decided to do so, they would rejoin the Commission.

Tourism Zone Commission Attorney William Vande Castle has offered to attend meetings to answer questions. If you would like him present that will be scheduled, please reach out Juliana Behme at Commission office. It is my intention, as well as that of Vice Chair David Eliot to attend as many meetings as possible to answer questions.

For your convenience and use, on the following pages is a summary of the approved changes to the Lodging Tax Ordinance.

SUMMARY OF CHANGES: UNIFORM LODGING TAX ORDINANCE

Approved by the Door County Tourism Zone Commission

June 3, 2021

- **Section 1, Definitions.** A number of revisions of the original definitions to be consistent with the amendatory nature of the agreement. Several new definitions were added which come from the provisions of the state statute Sec. 66.0615, Stats.
 - **Section 1(d), Gross Receipts, Definitions.** To align with provisions effective January 1, 2020, 2019 Wis. Act 10 clarifies that a marketplace provider is required to collect and remit sales or use tax for all sales of taxable products and services in Wisconsin that the marketplace provider facilitates on behalf of a marketplace seller, as provided in secs. 77.52(3m)(a) and 77.523(1), Wis. Stats.
 - The Act also reverses the effect of the decision in Orbitz, LLC vs. Wisconsin Department of Revenue, (Wisconsin Court of Appeals, District IV, February 11, 2016) by requiring marketplace providers that facilitate sales of all services under sec. 77.52(2), Wis. Stats., including lodging services, to collect and remit sales or use tax on the entire amount charged to a purchaser, as provided in sec. 77.52(3m)(a), Wis. Stats.
- **Section 2, Creation of the Tourism Zone.**
 - **Section 2(a), Establishment and Authorization.** This section has been modified to be consistent with the provisions of Sec. 66.0615(1m)(b)(2), Stats., that authorizes municipalities to join together under a Sec. 66.0301, Stats., Tourism Zone Agreement to form and establish a "Tourism Zone" consisting of two or more municipalities.
 - **Section 2(b), Tourism Zone Operation.** This section has been modified to be consistent with the provisions of Sec. 66.0615(1m)(b)(2), Stats., that authorizes municipalities to join together under a Sec. 66.0301, Stats., Tourism Zone Agreement to form and establish a "Tourism Zone". The Zone shall administer and monitor the collection of room taxes from member municipalities as described in Section 6. This section also outlines that the Zone shall contract with one tourism entity from the municipalities to promote the zone to visitors.
- **Section 3, Imposition of Room Tax.** A number of the changes addressed by the Commission are incorporated into the sub-provisions of this Section.
 - **Section 3(a), Tax Imposed.** The tax rate was increased to 8% from 5.5%.
 - **Section 3(b), Taxation Effective Date.** The effective date will be the agreed upon effective date of the room tax increase (which currently is January 1, 2022).
 - **Section 3(c), Room Tax Payment Frequency.** Language to account for the slow down in USPS mailing allows for member municipality room tax distribution checks to arrive "on or before the end of each month".

- **Section 3(d), Room Tax Responsibility.** This provides more specific obligation of the Lodging Provider for the collection and transmittal of the room tax to the commission. This revision was brought about by the necessity to identify the ultimate responsible party for the collection and payment of the room tax. In the collection and enforcement process we have sometimes encountered the situation where the property owner uses an agent and, where there has been a filing or a tax payment issue, the property owner has blamed the agent and, vice-versa. This change will eliminate the finger pointing game. This change also corresponds with the provisions of Subsection (d). The language of this Subsection has also been modified to include reference that should the Lodging Provider sell, transfer, or convey their Door County lodging business or property, the transferee of that business, as a condition of receiving a new Lodging Permit, will become liable for any unpaid, outstanding tax liability associated with that property, including any fees, interest or penalties that might also be due.
 - **Subsection 3(e)(1), Filing Date.** This subsection has been added to restate the mandatory time frame for filing the Monthly Room Tax Return. Additionally, to address Marketplace Provider reporting that may change under AB189/SB198 a flexible reporting language has been added, "The room tax report filed by a Marketplace Provider shall be filed by the end of the month following the month in which room tax was reported by that return unless otherwise provided by state regulation."
- **Subsection 3(e)(1), Required Information.** Additions to this section include: Marketplace Sales and the amount of tax paid by each Marketplace Provider as required reporting information.
- **Subsection 3(e)(3), Amended or Corrected Room Tax Return.** This subsection has been added to address the concern for filing amended or corrected Monthly Room Tax Returns. This subsection also provides for an administrative filing fee for the filing the amended or corrected return. This section now provides a window aligned with WI DOR to amended returns, forty-eight (48) months after the filing of the original return that is being corrected. Language allowing amended returns to be subject to interest, penalties and late fees has been added as well.
- **Section 3(f), Delinquent Room Tax.**
 - The section was modified to also include non-compliance. This subsection now addresses both the failure to pay the room tax due but also failure to obtain a Lodging Permit and failure to file Monthly Room Tax Returns.
 - Legal counsel noted that, "For clarification, I have separated out the various provisions of Subsection (f), to follow the separate Statutory sections that are embodied in this Subsection. Much of the language remains the same but instead of one large Subsection there are several small Subsections each related to a specific Subsection in Sec.66.0615, Stats."
 - **Subsection(f)(2), Failure to Timely File Monthly Room Tax Report.** An addition to the language was added to read, " but not less than \$25.00"

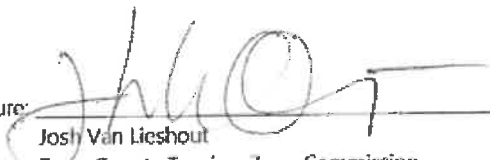
- **Subsection (f)(5), False or Fraudulent Return.** This section has been modified to add the following penalty language for a false or fraudulent return, “a penalty of fifty (50%) percent of the tax determined to be due; twenty-five (25%) percent of the room tax due from the previous year; or, \$5,000.00, whichever is less...”
 - **Section 3(f)(7), Prosecutions.** This subsection remains unchanged. It continues to provide that a Lodging Provider who has been found to have violated the Ordinance is also subject to pay all of the Commission’s costs of enforcement and prosecution, including the Commission’s actual attorney’s fees.
- **Section 4, Lodging Establishment to be licensed.**
 - Section 4(b), permit Application. The provisions of Section 4(b) calling for annual renewals of the Lodging Permit were deleted.
 - **Section 4(b)(1)** now includes the necessity for the name of the business in which is permitting the property must agree with that used for Sales Tax Permits and Property Tax Records.
 - **Section 4(b)(5)** now includes that the permit applicant must supply their driver’s license number and or Federal Employer Identification Number of the operator of the business.
 - **Section 4(b)(7)** was added to close the loophole on permit holders saying they are closed and still operating. “Operating months indicated on the permit application must match all advertised availability.”
 - **Section 4(b)(8)** was added to include the Online Listing ID(s) for the property.
 - **Section 4(d), Records Retention.** Language was added to include guidelines for records retention.
 - **Section 4(e), Lodging Permit Deactivation.** This section was created to define how to deactivate a permit and the requirements to do so.
- **Section 5, Lodging Marketplace Providers to be Licensed.**
 - **Section 5(a), License Required.** This section was added to establish the requirement that Marketplace Providers must be permitted locally.
 - **Section 5(b), Permit Application.** Language was added to create an outline of the required information for Marketplace Providers.
 - **Section 5(c), Permit Review and Issuance.** This section establishes the authority of the Commission to review and issue the Marketplace permits.
 - **Section 5(d), Records Retention.** Reviews the requirements of record keeping for Marketplace Providers.

- **Section 5(e), Lodging Marketplace Provider Permit Deactivation.** This section reviews the steps required to deactivate a Marketplace Provider permit.
 - **Section 5(e)(1)** requires the Marketplace Platform to cease activity with the request for deactivation.
 - **Section 5(e)(2)** establishes that the Marketplace Platform permit will not be deactivated unless the reporting and payments are current and paid in full.
- **Section 6, Creation of A Commission.**
 - **Section 6(a), Commission Purpose.** This section is updated to reflect 70% distribution to the contracted Tourism Entity
 - **Section 6(c), Commission Member Appointment Process and Terms of Office.** In this section, the word “agreement” is stricken so that the sentence reads, “While membership on the Commission is provided for each municipality in the Tourism Zone, all membership positions need not be filled if a municipality does not see a need.
 - **Section 6(g), Commission Operational Funding.** Language was added to address the revised funding structure for the operation of the Commission with the removal of withholding the 4% to fund the Door County Tourism Zone Commission. This Subsection now includes provisions that provide that funding of the Commission’s operations is to be paid directly by member municipalities.
 - **Section 6(g)(1), Commission Administrative and Operating Expenses.** This section identifies the Commission’s administrative and operating expenses that are to be funded by the member municipalities.
 - **Section 6(g)(2), Additional Commission Administrative Expenses.** This section identifies the Commission’s administrative expenses relating to Commissioner’s that are also to be funded by the member municipalities through the Commission. The previous reference to “administrative assistant” has been revised to “staff”. Additionally, language was updated to include accounting fees and fees for the annual audit as a Commission administrative expense.
 - **Section 6(g)(3), Calculation of Municipal Contribution.** This section describes the mechanism and methodology for calculating and determining each member municipality’s annual contribution to the Commission’s administrative and operating expenses. It also provides that the Commission may withhold payment of a member municipality’s thirty (30%) percent share of the collected room tax revenues until that municipality makes its required administrative contribution.
- **Section 7, Distribution of Room Taxes Collected.**
 - **Section 7(1), Tourism Promotion and Development.** This section has been updated to reflect the 70% to be allocated for the expenditure of tourism promotion and development. This is a fundamental change in operations.
 - **Section 7 (1)(a)-(b).** Previously, the Tourism Zone has distributed the marketing portion for tourism promotion and development to Destination Door County.

This section along with Section 2(b) and Section 6(g) outline the engagement with the Tourism Entity. Section 7 outlines that the Tourism Entity would only receive a budgeted amount of revenue for destination marketing (tourism promotion and development) and the excess revenue would then be established to contain funds in excess of the approved annual tourism entity budget (DDC) to be used exclusively for such tourism promotion or tourism development projects as the Commission shall, from time to time so determine in the manner made and provided herein per Section 1 (l)/Section 7(b).

- The municipal allocation remains at the statutory 30% distribution.

- **Section 8, Tourism Entity.**

Signature:  Title: Chairperson
Josh Van Lieshout
Door County Tourism Zone Commission

ORDINANCE NO. 2021-08
AN ORDINANCE AMENDING THE PROVISIONS THE TOWN OF
GIBRALTAR ROOM TAX ORDINANCE.

WHEREAS, pursuant to Sec. 66.0615, Wis. Stats., the Town of Gibraltar has previously adopted an ordinance imposing a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public (the "Room Tax"); and,

WHEREAS, the TOWN OF GIBRALTAR is desirous of amending its current Room Tax Ordinance to increase the Room Tax to eight (8.0%) percent as authorized by Sec. 66.0615(1m)(a), Wis. Stats.; and

WHEREAS, the TOWN OF GIBRALTAR is desirous of amending its current Room Tax Ordinance to address issues of enforcement and collection of the room tax as imposed thereunder; and

WHEREAS, Door County Tourism Zone Commission, previously established by the municipalities of Door County, including the Town of Gibraltar, has recommended revisions to the current municipal Room Tax Ordinances in the manner set forth on EXHIBIT "A" hereto;

NOW THEREFORE, the Town Board of Gibraltar, Door County, Wisconsin, does hereby ordain as follows:

SECTION 1 Adoption of Code Amendment.

That the amendments to the current Room Tax Ordinance, as set forth on EXHIBIT "A" attached and annexed hereto and incorporated herein, be, and the same hereby are adopted as amendments to Sections 1 through 9 of the Code of Ordinance of the Town of Gibraltar.

SECTION 2 Available for Inspection.

A copy of this code section shall be permanently on file and open to public inspection in the Office of the Town Clerk after its enactment and for a period of not less than two (2) weeks before its enactment.

SECTION 3 Ordinances in Conflict.

All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 4 Effective Date

This ordinance shall take effect and be in full force from and after its passage and publication according to law.

SECTION 5 Severability

If a court of competent jurisdiction adjudges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

ADOPTED: _____

APPROVED: _____

TOWN OF GIBRALTAR

By: _____

Steve Sohns, Town Chair

ATTEST:

By: _____

Kelly Murre, Town Clerk

EXHIBIT “A”

ROOM TAX ORDINANCE

Section 1 DEFINITIONS

In this Ordinance, the following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended:

- (a) “*Commission*” has the meaning defined in Sec. 66.0615(a), Wis. Stats.
- (b) “*Door County Tourism Zone*” shall mean the Tourism Zone authorized and establish in Door County, Wisconsin pursuant to the provisions of Sec. 66.0615, Wis. Stats., under the provisions of the Tourism Zone Agreement among the municipalities participating therein.
- (c) “*Door County Tourism Zone Commission*” shall mean the Commission established hereunder for the administration of the room tax pursuant to Sec. 66.0615, Wis. Stats.
- (d) “*Gross Receipts*” shall mean the total revenue received from the retail furnishing of rooms, lodging, or similar accommodations by a Lodging Provider as defined herein, including any Lodging Marketplace provider service fees.
- (e) “*Hotel and Motel*” have the meaning as defined in Sec. 77.52(2)(a)1, Wis. Stats., as being a building or a group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, bed and breakfast establishments, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins, commercial indoor lodging facilities and any other building or group of building in which accommodations are available to the public, except accommodations rented for a continuous period of more than thirty (30) consecutive days and accommodations furnished by any hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.
- (f) “*Lodging Permit*” shall mean the permit issued by the Commission to Lodging Providers authorizing the furnishing, at retail of rooms or lodging to Transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations.

- (g) *“Lodging Marketplace” or “Lodging Marketplace Provider”* shall mean an entity that provides a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.
- (h) *“Lodging Provider”* shall mean the operator of a Hotel or Motel, as defined herein above.
- (i) *“Member Municipalities”* shall mean the municipalities located in Door County, Wisconsin which have created and established the Door County Tourism Zone and the Door County Tourism Zone Commission to operate and administer the Tourism Zone.
- (j) *“Municipality”* means the Town of Gibraltar, Door County, Wisconsin.
- (k) *“Payor”* means the transient lodging person or entity who owes the tax imposed by this ordinance.
- (l) *“Reserve Fund”* means the fund established and maintained by the Commission containing funds in excess of the approved annual Tourism Entity budget to be used exclusively for such tourism promotion or tourism development projects as the Commission shall, from time to time so determine in the manner made and provided herein.
- (m) *“Room Tax”* means the tax imposed pursuant to this ordinance for the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations, subject to the exceptions provided in Sec. 66.0615(1)(m)a, Wis. Stats.
- (n) *“Tourism”* has the meaning as defined in Sec.66.0615(1)(e), Wis. Stats., as being any travel for recreational, business or educational purposes.
- (o) *“Tourism Entity”* shall mean a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality, except that if no such organization exists, a municipality may contract with one of the following entities:
 - 1. A nonprofit organization that spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality; or
 - 2. A nonprofit organization that was incorporated before January 1, 2015, spends 100 percent of the room tax revenue it receives from a municipality on tourism

promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality.

- (p) *“Tourism promotion and development”* has the meaning as defined in Sec. 66.0615(1)(fm), Wis. Stats., as being any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under sub. (1m) (a) may be imposed, that are owned by different persons and located within a municipality in which a tax under this section is in effect; or, if the municipality has only one such establishment, reasonably likely to generate paid overnight stays in that establishment:
1. Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motorcoach groups.
 2. Transient tourist informational services.
 3. Tangible municipal development, including a convention center.
- (q) *“Tourism Zone”* has the meaning as defined in Sec. 66.0615, Wis. Stats. as being an area made up of two or more municipalities that, those municipalities agree, is a single tourism destination as perceived by the traveling public.
- (r) *“Tourism Zone Agreement”* shall mean an intergovernmental agreement created under the provisions of Sec. 66.0301, Wis. Stats., for the purpose provided under Sec. 66.0615(1m)(b)2, Wis. Stats.
- (s) *“Tourism Zone Audit”* shall mean the annual Room Tax audit to be performed by the Commission and provided to the Member Municipalities.
- (t) *“Transient”* has the meaning as defined in Sec. 77.52(2)(a)1, Wis. Stats., as being any person residing for a continuous period of less than thirty (30) consecutive days in a Hotel, Motel, or other furnished accommodations available to the public.

Section 2 CREATION OF TOURISM ZONE

- (a) Establishment and Authorization. Pursuant to Sec. 66.0615(1m)(b)(2), Wis. Stats., the Town of Gibraltar does, by the adoption of this Ordinance, re-affirm the establishment and its membership and participation in the Door County Tourism Zone for the purpose of promoting Door County, Wisconsin as a single tourism destination under and pursuant to the terms and conditions of the Tourism Zone Agreement.

- (b) Tourism Zone Operation. The Tourism Zone shall be administered and operated by a commission pursuant to Sec. 66.0615(1m)(b), Wis. Stats., which shall be established under a contract with the other Member Municipalities pursuant to Sec. 66.0301, Wis. Stats., to create a commission which shall administer and monitor the collection of room taxes from the Member Municipalities, as more particularly described in Section 6 hereof, and shall contract with one tourism entity from the municipalities in the zone to obtain staff, support services and assistance in developing and implementing programs to promote the zone to visitors.

Section 3 IMPOSITION OF ROOM TAX

- (a) Tax Imposed. Pursuant to Sec. 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and services of furnishing, at retail, of rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of 8.0% percent of the gross receipts from such retail furnishing of rooms or lodgings. Such tax shall not be subject to the selective sales tax imposed by Sec. 77.52 (2)(a)1, Wis. Stats., and may not be imposed upon sales to the Federal Government and persons listed under Sec. 77.54 (9a), Wis. Stats.
- (b) Taxation Effective Date. The effective date of the Room Tax shall be January 1, 2022.
- (c) Room Tax Payment Frequency. Subject to the Room Tax exemptions provided in Section 3(a) hereof, the Lodging Provider shall impose upon and collect from each Transient Lodger the Room Tax established Section 3(a) hereof and paid by the lodging property thereafter pay over the collected Room Tax to the Commission on a monthly basis. The Room Tax collected hereunder shall be paid by the end of the month following the month in which it was collected. The Room Tax is owed to the local municipality which imposed the tax, but the municipality directs that all checks be sent directly to the Commission. If the Room Tax payments for all properties in a municipality are sent directly to the Commission, the Commission will send one check by the on or before the end of each month to the municipality for thirty percent (30%) of all Room Tax collected the previous month along with a report showing the amount of Room Tax collected from each lodging property. In the latter case, the Commission does all the paperwork as part of their monitoring.
- (d) Room Tax Responsibility. The correct amount of Room Tax shall accompany each lodging property's monthly room tax return and be made payable to the Door County Tourism Zone Commission unless any portion of that Tax is otherwise collected and paid to the Commission by a Lodging Marketplace. If any person liable for any amount of tax under this agreement sells, transfers, assigns or conveys their transient lodging business, or their lodging property, their successors or assignee shall, as a condition of receiving a new Lodging Permit under the provisions of Section 4 hereof, withhold a sufficient amount of from the purchase price to cover any and all applicable taxes, fees, interest and penalties, if any, until the former owner

produces a receipt from the Commission that all such taxes, fees, interest and penalties have been paid or a certificate stating that no amount is due. If any person subject to the tax imposed by this agreement fails to withhold from the purchase price any tax, fees, interest or penalties otherwise due hereunder as required, they shall be personally liable for the payment thereof, even if such new owner of the lodging property is not continuing the transient lodging business.

(e) Monthly Room Tax Return.

- (1) Filing Date. The Monthly Room Tax Return shall be filed by the Lodging Provider by the end of the month following the month in which the room tax reported by that Return. The Room Tax Report filed by a Lodging Marketplace Provider shall be filed by the end of the month following the month in which the room tax reported by that Return unless otherwise provided by state regulation.
- (2) Required Information. The Monthly Room Tax Return filed with the room tax payment by the Lodging Provider shall contain the following information:
 - a. Name of the business,
 - b. Physical address, postal address, municipality located within,
 - c. Name of the designated person filling out the return,
 - d. Month and year the Return is for,
 - e. The total available rental units during the month (number of rental units in the facility multiplied by the days in the month or days they were open),
 - f. The total marketplace sales, the amount of room tax paid by each Lodging Marketplace Provider,
 - g. The number of rooms or units rented, total lodging sales for the month,
 - h. The room tax to be paid, (which should equal total lodging sales multiplied by the 8.0% Room Tax), and
 - i. The signature of the person filling out this return, attesting to the accuracy of the Return.

This information will allow the Commission to judge the accuracy of the return, and, with all returns in total, to judge the effectiveness of the tourism promotion. The Commission shall establish the form of the monthly tax return as either a paper and/or electronic document.

- (3) Amended or Corrected Room Tax Return. A Lodging Provider may, within forty-eight (48) months of the original filing date file an amended or corrected Monthly Room Tax Return. Such amended or corrected Monthly Room Tax Return shall be subject to any additional tax due plus associated interest, penalties and late fees as provided herein on such additional tax due, and be subject to an administrative fee of \$25.00.

(f) Non-Compliance and Delinquent Room Tax.

- (1) Failure to Timely File Monthly Room Tax Report. The Lodging Provider's Monthly Room Tax Report shall be filed within the time specified in Section 3(e)(1) hereinabove. Any Monthly Room Tax Report filed after that date shall be subject to a Late Filing Fee of \$25.00, in addition to other penalties, fees and interest as may be applicable hereunder.
- (2) Failure to Timely Pay Room Tax. The tax imposed pursuant to this ordinance shall become delinquent if not paid by Lodging Provider by the due date of the return as established in Section 3(e)(1) hereof. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00) whichever is less, of the tax imposed, but not less than \$25.00, is hereby established and due and owing in the event that the room tax is not paid within thirty (30) days after the due date of the return. In addition to this forfeiture, all unpaid taxes under this ordinance shall bear interest at the rate of twelve percent (12%) per annum from the due date of the Return until the payment is received and deposited by the Commission.
- (3) Inspection and Audit. Whenever the Commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. Any Lodging Provider who fails to comply with a request from the Commission shall be subject to a penalty of five (5%) of the room tax determined to be due.
- (4) Room Tax Estimate. Whenever a Lodging Provider fails, neglects or otherwise refuses to file a Monthly Room Tax Return within the time, manner or form required by the Commission, the Commission may, using its best judgment, estimate the room tax due. The room tax estimated hereunder shall be subject to a penalty of twenty (20%) percent of the estimated tax due, plus all associated interest, penalties and late fees as provided hereunder. No refund or modification of the tax determined to be due and owing shall be made until the Lodging Provider files a correct room tax return and permits the Commission to inspect and audit the Lodging Provider's financial records to verify compliance.
- (5) False or Fraudulent Return. A Lodging Provider who files a false or fraudulent return with the intent to defeat, delay or evade the tax imposed by this ordinance, shall be subject to a penalty of fifty (50%) percent of the tax determined to be due; twenty-five (25%) percent of the room tax due from the previous year or \$5,000.00, whichever is less, plus interest and other penalties as provided under Sec. 66.0615(2m), Wis. Stats.
- (6) Separate Violations. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation.

In addition, injunctive relief is hereby authorized to discontinue violation of this ordinance.

- (7) Prosecutions. Any Lodging Provider or Lodging Marketplace Provider determined to have violated any of the provisions of this ordinance shall be obligated to pay the costs of enforcement and prosecution, in addition to actual attorney's fees and audit fees expended in the course of said enforcement and prosecution.
- (g) Room Tax Rate Adjustment. Any person or business otherwise required to file a return and make a payment, will be allowed an exemption from the requirement to collect and pay the increased Room Tax at the new rate of 8.00% for any signed contract dated prior to the adoption of this Ordinance in which the contract guarantees the lodging rates and the applicable taxes as of that date. This also applies to any gift certificate purchase before the adoption of this Ordinance, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this Ordinance, which are not binding contracts.
- (h) Confidentiality of Reports. All Room Tax returns, schedules, exhibits, writings or audit reports relating to such returns, on file with the Commission and the municipality are deemed confidential pursuant to Sec. §66.0615(3), Wis. Stats., except they may divulge their contents to the following, and no others:
 - (1) The person who filed the return.
 - (2) Officers, employees or agents of the Town of Gibraltar Treasurer and the Commission or its duly authorized agents and representatives.
 - (3) Other persons for the use in the discharge of duties imposed by law, or in the discharge of the duties of their office (unless otherwise prohibited by law), or by order of a Court.

Section 4 LODGING ESTABLISHMENTS TO BE LICENSED

- (a) License Required. Any party supplying transient lodging in the Town of Gibraltar shall obtain and maintain a Lodging Permit from the Commission permitting the rental of accommodations. No accommodations shall be rented or available for rental for a period of less than thirty (30) days by any party not possessing a lodging permit issued by the Commission.
- (b) Permit Application. Any party furnishing lodging accommodations to transient guests in the Town of Gibraltar shall apply to and file with the Commission, on forms provided by the Commission, an application to operate each place of business subject to this ordinance.

There shall be no cost for the filing of the application for the Lodging Permit. The application form shall include, at minimum, the following information:

- (1) The name of the business under which the person, partnership or corporation transacts business or intends to transact business, which name shall agree with that used for Sales Tax Permits and Property Tax Records.
 - (2) The name of the agent for the business or other person designated as responsible to remit the Room Tax, and means to contact this person, including email address, postal address, telephone number, fax number and cell phone number.
 - (3) The physical and mailing address of the business.
 - (4) Number of rental units at the location for each month of the year during which the business is operating.
 - (5) The driver's license number and or Federal Employer Identification Number of the owner of the lodging business.
 - (6) The signature of the person designated in item b. above.
 - (7) Operating months indicated on the permit application must match all advertised availability.
 - (8) The Lodging Marketplace Provider online listing ID or ID's for all advertising in any form or format.
- (c) Permit Review and Issuance. The Commission may accept the application, review it for accuracy and issue the Lodging Permit. The Permit shall not be assignable. The Permit shall only be valid for the person named on the application as being responsible to remit the Room Tax. In cases where that person should change or the ownership should change during the life of the permit, the application and issuance of a new permit shall be necessary.
- (d) Records Retention. As a condition of issuance of a Lodging Permit hereunder, the Lodging Provider agrees to retain all records related to short term lodging services hereunder for a period of not less than seven (7) years.
- (e) Lodging Permit Deactivation. A permitted Lodging Provider who ceases lodging operations may apply to the Commission for the de-activation of their Lodging Permit. De-activation of a Lodging Permit is subject to the following conditions:
- (1) All advertising in any form or format, including print and online, social media and web sites for the rental unit or units must be removed, discontinued and taken down.

- (2) The Lodging Provider must be current on all filings and tax payments.

Section 5 LODGING MARKETPLACE PROVIDERS TO BE LICENSED

(a) License Required. Any Lodging Marketplace Provider that provides a platform through which a Lodging Provider offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant shall obtain and maintain a Marketplace Provider Permit from the Commission.

(b) Permit Application. Any Lodging Marketplace Provider providing a platform through which a Lodging Provider can offer short term rentals and lodging accommodations to transient guests in the Town of Gibraltar shall apply to and file with the Commission, on forms provided by the Commission, an application to provide such services within the Town. There shall be no cost for the filing of the application for the Lodging Marketplace Provider Permit. The application form prepared and supplied by the Commission shall include, at minimum, the following information:

- (1) The name and tradename of Lodging Marketplace Provider under which it transacts business or intends to transact business.
- (2) The physical and mailing address of the Lodging Marketplace Provider.
- (3) The Federal Employer Identification Number (FEIN) of the Lodging Marketplace Provider.
- (4) The email address for the primary contact person at the Lodging Marketplace Provider.
- (5) The contact name and physical and electronic contact information of and for the person at the Lodging Marketplace Provider who will be submitting the Lodging Marketplace Provider reporting.

(c) Permit Review and Issuance. The Commission may accept the Lodging Marketplace Provider application, review it for accuracy and issue the Lodging Marketplace Provider Permit in the form determined by the Commission. The Lodging Marketplace Provider Permit shall not be assignable. The Lodging Marketplace Provider Permit shall only be valid for the Lodging Marketplace Provider identified on the application. In the event of an ownership or name change, Lodging Marketplace Provider shall apply for a new Lodging Marketplace Provider Permit.

(d) Records Retention. As a condition of issuance of a Lodging Marketplace Provider Permit hereunder, the Lodging Marketplace Provider agrees to retain all records related to lodging marketplace provider services to Lodging Providers hereunder for a period of not less than seven (7) years.

(e) Lodging Marketplace Provider Permit Deactivation. A permitted Lodging Marketplace Provider who ceases operations within Door County, Wisconsin may apply to the Commission for the de-activation of their Lodging Marketplace Provider Permit. De-activation of a Lodging Permit is subject to the following conditions:

- (1) All lodging marketplace platform services in any form or format in Door County, Wisconsin must cease, be discontinued and otherwise terminated.
- (2) The Lodging Marketplace Provider must be current on all filings and tax payments.

Section 6 CREATION OF A COMMISSION

- (a) Commission Purpose. The municipalities shall enter into a contract under Wis. Stats. §66.0615 to create a Commission under the Intergovernmental Cooperation provisions of Sec. 66.0301(2), Wis. Stats. The Commission shall contract with a Tourism Entity, as defined under Sec. 66.0615(1)(f), Stats., for the promotion of the destination with a minimum of Seventy (70%) percent of the room taxes collected.
- (b) Commission Membership. The Commission created by a Tourism Zone Agreement under Wis. Stats. §66.0615 shall consist of the following members:
 - (1) Two (2) members from each municipality in which annual tax collections exceed \$300,000.
 - (2) One (1) member from each municipality in which annual tax collections are \$300,000 or less.
 - (3) Two additional members, who represent the Wisconsin hotel and motel industry, shall be appointed to the Commission by the Chairperson of the Commission. Those individuals shall serve for a one-year term at the pleasure of the Chairperson, and may be reappointed. These members shall not be members of the Board of Directors or employees of the Tourism Entity.
- (c) Commission Member Appointment Process and Terms of Office. Members of the Commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the pleasure of the appointing official and may be reappointed. If a member of the Commission resigns or is removed for cause, the municipal body that appointed the member may appoint another person to fulfill the unexpired term. If the subject member was appointed by the Chairperson, they may appoint another person to fill the unexpired term. Members of the Commission shall receive no pay, but may be reimbursed for their travel expense. While membership on the Commission is provided for each municipality in the Tourism Zone, all

membership positions need not be filled if a municipality does not see a need. A member community that does not appoint a representative shall not count towards the determination of a quorum.

- (d) Applicability of State Open Meetings Law. The Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws as amended.
- (e) Tourism Zone Commission. Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent of this municipality in the enforcement of this ordinance as amended, for violation of the requirement of obtaining and maintaining a lodging permit when such lodging permit is required. The Door County Tourism Zone Commission shall have and may exercise the full authority which would otherwise be available to this municipality in the enforcement of this ordinance, including the ability to seek enforcement and penalties for failure to comply with the section requiring a lodging permit.
- (f) Role of Commission. The Commission shall perform such tasks as are specified in the Tourism Zone Agreement.
- (g) Commission Operational Funding. The administrative and operating expenses of the Commission, shall be paid by the Member Municipalities based upon and subject to the following:
 - 1. Commission Administrative and Operating Expenses. The Commission's administrative and operating expenses subject to contribution hereunder shall include, but are not limited to, the cost of: issuing permits; monitoring, enforcing and prosecuting the collection of Room Tax; reviewing the progress of the contracted Tourism Entity; approving the Tourism Entity's budget; approving the payment of monthly expenses; and, preparing monthly, quarterly and annual reports to the participating municipalities Member Municipalities, plus any and all tasks and costs necessary in the operation of the Commission.
 - 2. Additional Commission Administrative Expenses. The Commission's administrative expenses shall also include, but not be limited to, reimbursement of Commissioners for actual expenses and mileage while attending meetings or on official business for the Commission, wages paid to staff, mileage paid to staff when necessary for work related travel, rental of office space, accounting fees for the annual audit and other Commission related accounting services, insurance costs for coverages approved by the Commission, office equipment, office supplies, postage, telephone, internet, utilities and any legal expenses, including litigation and any other expenses associated with the collection of unpaid Room Tax. The rate paid for the mileage reimbursement hereunder shall be the same as the standard Internal Revenue Service rate for business mileage adjusted periodically
 - 3. Calculation of Municipal Contribution. The contribution amount owed by each Member Municipality shall be determined by its percentage share of the room tax collected, as shown on the previous year's Tourism Zone Audit, multiplied by the

adopted budget of the Commission. The amount determined hereunder shall be paid by each Member Municipality on or before February 1 of each year. In the event that a Member Municipality fails to pay its annual contribution payment when due, the Commission may withhold that Member Municipality's Municipal room tax allocation payment until such contribution payment is made.

Section 7 DISTRIBUTION OF ROOM TAXES COLLECTED

(a) Allocation of Collected Room Tax. Upon receipt of the room taxes that are collected from Lodging Providers providing transient lodging in the Town of Gibraltar the Commission shall, pursuant to Section 66.0615(1m)(d), Wis. Stats.:

- (1) Tourism Promotion and Development. Allocate seventy (70%) percent of the amount collected to be spent on tourism promotion and tourism development within the Tourism Zone in the following manner:
 - a. Forward an amount previously budgeted to be allocated to the Tourism Entity to the Tourism Entity.
 - b. Deposit the excess amount of the amount budget for the Tourism Entity to the Tourism Reserve Fund to be used and allocated by the Commission for tourism promotion and tourism development within the Tourism Zone to help promote local or special tourism promotion and tourism development within the Tourism Zone through the Tourism Entity. The tourism entity may from time-to-time present special non-budgeted promotions that may require the use of the reserve funds. The expenditure of funds from the Reserve Funds account, for any reason, shall require an approval by a two-thirds (2/3rds) vote by the full Commission membership present at a meeting, properly noticed and at which a quorum is present.
- (2) Municipal Allocation. Distribute thirty (30%) percent of the room taxes to the Town of Gibraltar for such uses and purposes as the Town Board shall determine.

Section 8 TOURISM ENTITY

- (a) Contracted Services. The Commission shall, pursuant to Sec. 66.0615(1m)(b) 4, Wis. Stats., contract with a Tourism Entity to obtain staff, support services and assistance in developing and implementing programs to promote the Tourism Zone to visitors and spend room taxes revenues on tourism promotion and development within the Tourism Zone. The Tourism Entity shall not use any of the room tax revenue to construct or develop a lodging facility.

- (b) Tourism Revenue and Expenditure Tracking. The Tourism Entity shall track the use of Room Tax revenues and expenditures and state its impact on generating paid overnight stays in the Member Municipalities.
- (c) Annual Report. The Tourism Entity shall provide a written report as determined by the Tourism Commission, no less than annually, and such report shall be available to the municipality and public upon request.
- (d) Record Inspection. The Tourism Entity shall permit and allow inspections of its records pertaining to the use of the room tax funds upon request of the Tourism Commission at reasonable times.

Section 9 EFFECTIVE DATE

This Ordinance shall be effective on its passage and publication.



TOWN OF GIBRALTAR

To: Town Board

From: Staff

Request:

Miller Engineers Contract Proposal

Analysis:

Previously the Town Board agreed to have Miller Engineers prepare the RFP for the Hwy 42 Box Culvert for \$3000. This contract did not include permitting services, bid administration, construction contract administration, and construction phase quality control. The total cost for all services is \$26,500.

The Plan Commission budgeted \$61,000 in 2021 for the construction phase of the reimbursable grant. Of which, we will get \$46,312.50. The deadline to complete construction is December 31, 2021. At this point, it is unlikely that construction would be complete. Staff has requested an extension of the grant and if granted would like to use 2021 budgeted funds to hire Miller Engineers.

Recommendation:

Staff recommends the Town Board hire Miller Engineers to facilitate the grant. Otherwise the grant will expire.

Fiscal Impact:

The Plan Commission will have to budget approximately \$26,500 dollars in 2022. Staff will seek additional grants and other funding sources, as well.

May 13, 2021

20435

Town of Gibraltar Board
PO Box 850
Fish Creek, WI 54212

Subject: **Bid and Construction Phase Services**
Highway 42 Box Culvert – Fish Creek Fish Passage

We are sending you the following items via: email

Copies/Qty	Date	Description
1	5/13/21	Work Order Agreement –Engineering Services

Beth, Kelly, and Board:

The enclosed *Work Order Agreement* outlines our proposed scope and associated fees to provide engineering support services during the bid and construction phases of the Highway 42 Box Culvert portion of the Fish Creek Fish Passage project. If you have any questions, please call. Otherwise, you may authorize the *Work Order Agreement—Engineering Services*, by endorsing a copy and returning it to us.

Sincerely,

MILLER ENGINEERS & SCIENTISTS



Sara Kellner
Corporate Secretary

If enclosures are not as noted, please notify us immediately.

I:\DATA\20400\20435 - Fish Creek Fish Passage (Town of Gibraltar)\001 - Fish Creek Fish Passage\Contracts\Agreement for Bid and Construction Phase Services - HWY 42 Culvert.doc

Work Order Agreement—Engineering Services

CLIENT: Town of Gibraltar

DATE: May 13, 2021

PROJECT: Highway 42 Box Culvert
Fish Creek Fish Passage

PROJECT NO.: 20435

BACKGROUND

Miller Engineers & Scientists was hired by the Town of Gibraltar to prepare construction-ready designs for both the Highway 42 Box Culvert and the Redmann Dam fish passage barriers within the Fish Creek stream corridor. Plans were submitted to the Town in 2019 and modified in 2020, and the Town has decided to move forward with construction of the Highway 42 Box Culvert portion of the project at this time.

It is our understanding in preparing the following scope that the Town has obtained all necessary permits for construction of this project.

SCOPE OF WORK

Request for Proposal (RFP):

Miller will prepare the RFP/Bid package for the culvert modifications. This will include the Advertisement/Request for Bids, Bid Form, and Contract Documents. We understand that the Town does not have specific RFP formats of documents for this process.

Bid Administration:

This phase of services will include attendance at one contractor pre-bid meeting, answering contractor questions during the bidding process, collecting bids and attending the bid opening, compiling and evaluating submitted bids for compliance and accuracy, and providing a recommendation for award to the Town via letter.

Construction Contract Administration:

Construction Contract Administration will include preparation of the Agreement for Construction Services, review of executed Agreement(s) for compliance and accuracy, attendance at the construction kick off meeting, and contractor invoice review and approval for payment.

Construction Phase Quality Control:

Construction observation services will include periodic site visits during the construction process (we anticipate 3 visits). During our visits we will observe site conditions to document construction progress and to determine that the work generally meets design specifications. Following construction, a Site Observation Report will be submitted to the Town documenting our observations. If the Town chooses, we can also supply an "as-built" drawing which includes a survey of the completed work to note key elevations and any deviations from the design.

ESTIMATED FEES

Fees for our services will be accrued and invoiced on a time-and-expense basis according to the attached *Professional Services Fee Schedule*. This allows us to be responsive to Town and Contractor requests, the extent of which cannot be projected at this time, as well as providing the Town with invoices only for time accrued. We estimate the following budgets for each scope of services as described above. These budgets are NOT a not-to-exceed proposal.

Request for Proposal (RFP)	\$3,000
Bid Administration	\$3,500
Construction Contract Administration	\$9,000
Construction Phase Quality Control.....	\$5,000
Total Estimated Fees	\$20,500

ADDITIONAL SERVICES


Additional services requested and authorized by you will be provided on a time and expense basis according to the attached *Professional Services Fee Schedule*.

AUTHORIZED

The attached 2 pages titled *Conditions of Agreement Between CLIENT and CONSULTING ENGINEER* and 1 page titled *Professional Services Fee Schedule* are part of this Work Order Agreement.

J. ROGER MILLER & ASSOCIATES, INC.
d/b/a MILLER ENGINEERS & SCIENTISTS

TOWN OF GIBRALTAR

By: 

By: _____
Peter G. Pittner, M.S.

Title: Vice President

By: _____

Title: _____

Date: May 13, 2021

Date: _____

I:\DATA\20400\20435 - FISH CREEK FISH PASSAGE (TOWN OF GIBRALTAR)\001 - FISH CREEK FISH PASSAGE\CONTRACTS\AGREEMENT FOR BID AND CONSTRUCTION
PHASE SERVICES - HWY 42 CULVERT.DOC

Conditions of Agreement Between CLIENT and CONSULTING ENGINEER

Invoices

The ENGINEER will submit invoices to the CLIENT monthly and a final bill upon completion of services. Invoices will show total charges accrued during the billing period.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

Notice of Lien Rights

As required by the Wisconsin construction lien law, ENGINEER hereby notifies CLIENT that persons or companies furnishing labor or materials for the improvement on CLIENT's land may have lien rights on CLIENT's land and buildings if not paid. Those entitled to lien rights, in addition to ENGINEER, are those who contract directly with the CLIENT or those who give the CLIENT notice within 60 days after they first furnish labor or materials for the improvement. Accordingly, CLIENT probably will receive notices from those who furnish labor or materials for the improvement, and should give a copy of each notice received to the lender, if any. ENGINEER agrees to cooperate with the CLIENT and the CLIENT's lender, if any, to see that potential lien claimants are duly paid.

Standard of Care

Services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Limitation of Liability

The CLIENT agrees to limit the ENGINEER's liability to the CLIENT, and all construction contractors and subcontractors on the project, from the ENGINEER's professional acts, errors or omissions, such that the total aggregate liability to all those named shall not exceed \$50,000.

The CLIENT further agrees to require of the contractor and his subcontractors an identical limitation of liability for damages suffered by the contractor or subcontractor arising from the ENGINEER's professional acts, errors or omissions.

Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the ENGINEER's professional acts, errors or omissions.

The CLIENT may request, in writing, an increase in the amount of professional liability for additional services which may be conducted under the authorization of this Agreement.

Insurance

The ENGINEER represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that the ENGINEER has such coverage under public liability and property damage insurance policies which the ENGINEER deems to be adequate.

Certificates for all such policies of insurance shall be provided to client upon request in writing. Within the limits and conditions of such insurance, the ENGINEER agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by the

ENGINEER, its agents, staff, and consultants employed by it. The ENGINEER shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

The ENGINEER shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ENGINEER shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Confidentiality of Information

Except as required by law or this Agreement, or requested by the CLIENT, the ENGINEER will communicate with and submit work products only to the CLIENT and parties specifically designated by the CLIENT. The CLIENT is responsible for all regulatory agency submittals and public health officials notifications.

Information required by law to be released to public health officials or regulatory agencies will be provided only with the CLIENT's knowledge.

Severability

CLIENT and ENGINEER have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

However, CLIENT and ENGINEER will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

Information Provided by Others

ENGINEER shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to ENGINEER such information as is available to CLIENT. CLIENT recognizes that it is impossible for ENGINEER to assure the sufficiency of such information, either because it is impossible to do so, or be cause of errors or omissions which may have occurred in assembling the information.

Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to ENGINEER by CLIENT.

Further, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Professional Services Fee Schedule

<u>Classification</u>	<u>Rate</u>
Expert Witness	\$220
Principal Engineer or Scientist.....	\$180
Project Engineer or Scientist	\$145
Project Manager	\$135
Staff Engineer or Scientist.....	\$125
Junior Engineer or Scientist	\$115
Senior Technician	\$105
Project Coordination.....	\$95
Junior Technician.....	\$85

The above rates apply to all travel time, consultation, coordination, and report preparation time.

Mileage, Equipment Rental, and Expendables will be billed at scheduled reimbursable rates, available upon request.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

If Client requires our employees to be on site on a Saturday, Sunday, Holiday, after 5:00 P.M., or before 7:00 A.M., we reserve the right to charge an overtime premium for those hours.

We reserve the right to update this fee schedule at the beginning of each calendar year.

June 8, 2021

20435-001

Ms. Kelly Murre, Clerk
Town of Gibraltar
4097 Highway 42
PO Box 850
Fish Creek, WI 54212-0850

Subject: **Permitting Services for the Hwy 42 Box Culvert Fish Passage Project**

We are sending you the following items via: email

Copies/Qty	Date	Description
1	6/8/21	Contract Amendment

Message:

The attached *Contract Amendment No. 1* outlines our proposed scope and fees to assist the Town in obtaining the required permits to construct the Hwy 42 box culvert modifications to improve fish passage along the Fish Creek corridor. We are also under contract with the Town to provide Bid and Construction phase services for the project at this time. However, the project cannot be constructed until all required permits are obtained.

Please contact us if you have any questions on this amendment to our bid and construction phase services agreement for this project. Otherwise, you may authorize us to complete the services as described herein by endorsing one of the enclosed duplicate originals and returning it to us.

Sincerely,

Miller Engineers & Scientists



Emily (Schmidt) Micolichuk, PE
Project Engineer

If enclosures are not as noted, please notify us immediately.

I:\DATA\20400\20435 - Fish Creek Fish Passage (Town of Gibraltar)\001 - Fish Creek Fish Passage\Contracts\Contract Amendment 6-8-2021_EAM.doc

Contract Amendment No. 1

Project: Hwy 42 Box Culvert Modifications

Date: June 8, 2021

Client: Town of Gibraltar

Project No.: 20435-001

Project Manager: Emily Micolichek, PE

Phase No.: 21-20-01

Description of Work:

Miller has been retained by the Town to complete bid and construction phase services as described in our May 13, 2021, agreement, in accordance with the design plans that we prepared and submitted to the Town in 2019 and modified in 2020. After further communication with the Town and research through regulatory agency permitting sites, it has come to our attention that the Town has not yet submitted the required permit applications for the construction of this project. We are proposing to prepare and submit the following permit applications on behalf of the Town:

Agency	Contact	Permits/Reviews Required
Door County	Rick Brauer Door County Zoning Administrator (920) 746-2323 ext. 2 r.brauer@co.door.wi.us	Shoreland/Floodplain Zoning Permit (SZ for grading >2,000 SF within 300 ft of OHWM, FZ for work within floodplain)
WDNR*	Sarah Szabo Water Management Specialist (920) 662-5453 office (920) 450-8790 cell sarah.szabo@wisconsin.gov	WDNR Chapter 30 Individual Permit for Miscellaneous Structure
	Matt Schaeve WDNR Transportation Liason (920) 366-1544 matthew.schaeve@wisconsin.gov	WDNR Permit required for environmental impacts w/in WisDOT ROW
WisDOT	Jeremy Ashauer, PE WisDOT Project Manager (920) 412-6381 jeremy.ashauer@dot.wi.gov	WisDOT Permit required for any work on DOT structure w/in WisDOT ROW
ACOE**	Jessica Kempke COE Biologist-Project Manager (651) 290-5856 jessica.l.kempke@usace.army.mil	Section 404 Review (for placement of material in wetland or waterway)

As with our bid and construction phase services agreement, the services described in this contract amendment are being provided on a time and expense basis. This is largely due to the unknown level of communication and coordination with regulators required to obtain full permit approval. The following budgets are estimates only and are not to be construed as not-to-exceed contract amounts.

Previously Authorized Fee: \$20,500

Basis: Time and Expense

Estimated Fee for this Work: \$6,000 (includes all permit application fees)

Basis: Time and Expense

Estimated Time to Perform:

It is our understanding that the process for full approval of the WDNR Chapter 30 Individual Permit, which includes WDNR submittal to the Army Corps of Engineers for their Section 404 Permit review, can take up to 180 days. Previous conversations with the WDNR have suggested that they are amenable to expediting this permit review, though that specific timeline cannot be guaranteed.

We are proposing to have County, WDNR, and WisDOT permit applications submitted by July 15, 2021. Please be advised that we cannot control regulator timelines, and permit application review and approval is required before construction can commence.

Reason for Amendment:

The Town is ready to obtain contractor proposals for construction of the Hwy 42 Box Culvert modifications for improvement of fish passage along the Fish Creek Corridor. County, State, and Federal permits are required to be obtained prior to commencement of construction.

Requested by: Kelly Murre

Title: Clerk

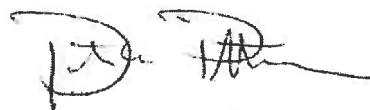
The scope of services described in this *Contract Amendment No. 1* will be provided according to the terms and conditions specified in our *Agreement* dated May 13, 2021.

ENGINEER:

CLIENT:

**J. ROGER MILLER & ASSOCIATES, INC.
d/b/a MILLER ENGINEERS & SCIENTISTS**

TOWN OF GIBRALTAR

By: 
Peter G. Pittner, M.S.

By: _____

Title: Vice President

Title: _____

Date: June 8, 2021

Date: _____

Keep one copy for your records. Return one signed for our records.

Professional Services Fee Schedule

<u>Classification</u>	<u>Rate</u>
Principal Engineer or Scientist.....	\$180.00
Project Engineer or Scientist	\$145.00
Project Manager	\$135.00
Staff Engineer or Scientist.....	\$125.00
Junior Engineer or Scientist	\$115.00
Senior Technician	\$105.00
Project Coordination.....	\$95.00
Junior Technician.....	\$85.00

The above rates apply to all travel time, consultation, coordination, and report preparation time.

Mileage, Equipment Rental, and Expendables will be billed at scheduled reimbursable rates, available upon request.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

If Client requires our employees to be on site on a Saturday, Sunday, Holiday, after 5:00 P.M., or before 7:00 A.M., we reserve the right to charge an overtime premium for those hours.

We reserve the right to update this fee schedule at the beginning of each calendar year.

I:\DATA\20400\20435 - Fish Creek Fish Passage (Town of Gibraltar)\001 - Fish Creek Fish Passage\Contracts\Contract Amendment 6-8-2021_EAM.doc



TOWN OF GIBRALTAR

To: Town Board

From: Staff

Request:

Move Forward with the purchase of a 2022 Chevrolet Silverado 3500 HD CC 4WD regular cab work truck.
Having Monroe Truck install the dump box, Boss V plow and chipper box accessories. (\$78,372)

Analysis:

The current fleet consists of three work HD vehicles 2016, 2014, and the oldest is 2011. The 2011 has approximately 100,00 miles. It is recommended to be replaced before maintenance costs become a factor.

Ewalds was the low state bidder and Chevrolet was the low price compared to Ford. Monroe Truck was the low bidder for truck installation. Both companies have a favorable relationship with the town.

Staff reviewed the accessories for the truck and recommend the dump box with the attached steel chipper box. With the new leaf vacuum system and the amount of brush and chipping that will be completed in the next 5 years a solid detachable box is the most practical and cost-effective way to go. The EZ release and detachment will save staff time. This also includes a Boss V-plow, passenger side tool box, and all of the installation for the vehicle.

The State has indicated a delay in vehicles because of current market conditions it is anticipated that this vehicle would not arrive until Spring of 2022

Recommendation:

Staff recommends moving forward with the purchase of 2022 Chevrolet Silverado from Ewalds Automotive on the low State bid. Additionally, recommend the options and install from Monroe Truck. This will lock in price for 2022.

Fiscal impact:

The Town Board has approved \$20,000 in the budget for 2021. 58,372 would need to be budgeted in 2022 to cover the remaining costs at the time we pick up the vehicle.

The Town Board has the option (will be presented at budget discussion) extending the remaining funds through the GM lease program. Spreading the amount over 4 years.



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003028

Date: 6/25/2021

Valid thru: 7/25/2021

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GIBRALTER, TOWN OF (ATTN:)
PO BOX 850
FISH CREEK, WI 54212
Ph: 920-868-1714 / Fax: 920-868-9425
Email:

Chassis Information

Year: 2022	Make: FORD	Model: F-350	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase: 145.0	Engine: GAS
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
MTE-ZEE 9', STAINLESS STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY - 10 GA. FLOOR, 10 GA. SIDES & ENDS, 11" H DOUBLE WALL SIDES, 17" H TAILGATE - 45,000 PSI YIELD STRENGTH STAINLESS STEEL FLOOR, SIDES & ENDS - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - (2) UNDERBODY TIE LOOPS - L.E.D. FMVSS108 LIGHTS & REFLECTORS - RUBBER MUDFLAPS BEFORE AND AFTER DRIVES DOUBLE-ACTING ELECTRIC SUB-FRAME HOIST (CHAMPION) 2-1/2" RECEIVER IN 1/2" PLATE - 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY 7-WAY RV TRAILER PLUG INSTALL FACTORY SUPPLIED BACKUP CAMERA - CHASSIS MUST COME WITH CAMERA ACTIVATED FROM DEALER BOSS 9'2" STEEL V-DXT PLOW - SMARTHITCH 2 - SMARTTOUCH 2 CONTROLLER - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - SMARTSHIELD - SMARTLOCK CYLINDERS - ENCLOSED HIGH-PERFORMANCE HYDRAULIC PACKAGE - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - DUAL TRIP DESIGN - REINFORCED MOLDBOARD WITH FLARED WINGS - HEAVY-DUTY PUSH FRAME - INSTALLED - TWO-YEAR LIMITED WARRANTY * MUNICIPAL PRICING MTE MUST VERIFY FGAWR PRIOR TO INSTALLATION REMOVAL OR TRIMMING OF FRONT VALANCE/BUMPER WILL BE REQUIRED FOR PROPER INSTALLATION * 4 CAST-IRON PLOW SHOES * BOSS RUBBER SNOW DEFLECTOR, INSTALLED STOP/TURN/TAIL LIGHTS: L.E.D. FLUSH-MOUNT FOR REAR POSTS ON MTEZ (2) WHELEN VTX609A LED STROBES ON REAR POST OF BODY WHELEN, L.E.D. LIGHT-BAR, AMBER MOUNTED WITH STAINLESS STEEL BRANCH GUARD DIRECT TO CAB SHIELD	
Quote Total:	\$24,298.00



Additional Options:

Description	Amount	Add to quote? Yes / No
US TARP: HAND-CRANK REWIND TARP W/ REAR PULL BAR	\$691.00	Yes / No
STAINLESS STEEL CHIPPER CAP TO FIT MTE-Z DUMP BODY	\$9,800.00	Yes / No
UPGRADE RIGID SIDE BODY TO FOLD DOWN SIDES	\$1,030.00	Yes / No
MTE 18X18X24 STAINLESS STEEL UNDERBODY TOOL BOX W/ 3 POINT LATCH - MOUNTED ON DRIVER SIDE	\$827.00	Yes / No
24" TOOLBOX ON DRIVER FRONT IF THE CHASSIS HAS DUAL FUEL TANKS OR DIESEL W/ DEF FILL		
MTE 18X18X30 STAINLESS STEEL UNDERBODY TOOL BOX W/ 3 POINT LATCH - MOUNTED ON PASSENGER SIDE	\$901.00	Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Town of Gibraltar

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA
Work Truck



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Quote Worksheet

	MSRP
Base Price	\$38,400.00
Dest Charge	\$1,695.00
Total Options	\$27,576.00
Subtotal	\$67,671.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$8,783.00)
Subtotal Discount	(\$8,783.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$58,888.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$58,888.00

Comments:

2022 Chevy Silverado 3500 to the specifications as detailed. Registration fees are not included. Payment terms are net 10 days.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Standard Equipment

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

All-wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

Exterior

Tires, LT235/80R17E all-season highway, blackwall (STD)

Spare tire delete Deletes the spare tire and wheel. (STD)

Wheels, 17" (43.2 cm) painted steel

Dual Rear Wheels

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Exterior

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Interior

Exterior Temperature Display located in radio display

Brake lining wear indicator

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

Power outlet, front auxiliary, 12-volt

USB ports, 2 (first row) located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Deleted when (8S3) Back-up alarm is ordered.)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK31003	2022 Chevrolet Silverado 3500HD CC 4WD Reg Cab 146" WB, 60" CA Work Truck	\$38,400.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QZT	Tires, LT235/80R17E all-terrain, blackwall	\$200.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

SPARE TIRE

CODE	DESCRIPTION	MSRP
9L3	Spare tire delete (STD)	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.)	\$300.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)	\$1,250.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$275.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$100.00
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (VYU) Snow Plow Prep Package.)	Inc.
V46	Bumper, front chrome	\$100.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
AED	Window, power front, passenger express down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AU3	Door locks, power (On Regular Cab models, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AXG	Window, power front, drivers express up/down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$150.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	\$73.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Not available with any other assist steps.)	\$695.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	MONROE TRUCK TO INSTALL 9' STAINLESS DUMP BODY, HITCH, BOSS 9'2" STEEL V-DXT PLOW PER QUOTE	\$24,298.00
Options Total		\$27,576.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$38,400.00
Total Options	\$27,576.00
Vehicle Subtotal	\$65,976.00
Destination Charge	\$1,695.00
Grand Total	\$67,671.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Town of Gibraltar

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)
)

Quote Worksheet

	MSRP
Base Price	\$40,525.00
Dest Charge	\$1,695.00
Total Options	\$29,678.00
Subtotal	\$71,898.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$10,626.00)
Subtotal Discount	(\$10,626.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$61,272.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$61,272.00

Comments:

2022 Ford F350 to the specifications as detailed. Registration fees are not included. Payment terms are net 10 days.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
HD 200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
7550# Maximum Payload
GVWR: 14,000 lb Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

Exterior

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
Tires: LT245/75R17E BSW PLUS A/S -inc: Spare may not be the same as road tire (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)
)

Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

Entertainment

Radio w/Seek-Scan and Clock
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)
)

Interior

Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

Safety-Mechanical

Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior


Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F3H	2022 Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA	\$40,525.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	MSRP
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: 240 Amp Alternator	\$1,705.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
640A	Order Code 640A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X4L	Limited Slip w/4.30 Axle Ratio	\$350.00

WHEELS

CODE	DESCRIPTION	MSRP
64K	Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75Rx17E BSW A/T -inc: Spare may not be the same as road tire	\$165.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
17F	XL Decor Group -inc: Chrome Front Bumper	Inc.
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
96V	XL Value Package -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control	\$395.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41H	Engine Block Heater	\$100.00
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 6.2L and 7.3L gas engines, Adding (67B) 397 amp alternators for diesel engine or (67E) 240 amp alternators for 6.2L gas engine is highly recommended for max output	\$250.00
52B	Trailer Brake Controller -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
67B	397 Amp Alternators	\$115.00
86M	Dual 78 AH Battery	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
63A	Utility Lighting System -inc: LED side-mirror spotlights	\$160.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet and 2nd outlet in the console	\$175.00
525	Steering Wheel-Mounted Cruise Control	Inc.
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	MONROE TRUCK TO INSTALL 9' STANLESS DUMP BODY, HITCH, BOSS 9'2" STEEL V-DXT PLOW PER QUOTE	\$24,298.00
Options Total		\$29,678.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$40,525.00
Total Options	\$29,678.00
Vehicle Subtotal	\$70,203.00
Destination Charge	\$1,695.00
Grand Total	\$71,898.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14138. Data Updated: Jun 30, 2021 10:29:00 PM PDT.

**Town of Gibraltar
2021-2022
Operators License**

202122-37	Pinkham, Cameron	Peninsula Gun Club	3/20/1987
	11539 Old Stage Rd	Renew	
	Ellison Bay, WI 54210		
202122-38	William Pinkam	Peninsula Gun Club	1/28/1954
	4814 Hillside Rd	Renew	
	Egg Harbor, WI 54209		
202122-39	Geral Conrad	Peninsula Gun Club	8/11/1955
	4859 Bay Vista Rd	New	
202122-40	Anshutz, Laura	Peninsula Gun Club	6/14/1965
	7749 W. Kangaroo Lake Rd		
	Baileys Harbor, WI 54202		
202122-41	Kezios, Thomas	RENEW	9/26/1945
	7425 Kangaroo Lake Rd	Peninsula Gun Club	
	Baileys Harbor, WI 54202		
202122-42	Alberts, Timothy	Peninsula Gun Club	3/3/1995
	6765 Elm Dr	New	
202122-43	Bley, Kelly	Peninsula Gun Club	10/25/1980
	6966 Elm Dr.	Renew	
	Egg Harbor, WI 54209		
202122-44	Summers-Westgaard, Michael C	Peninsula Players	9/19/1979
	3723 N. Whipple St	Renew	
	Chicago, IL 60618		
202122-45	Nathan Anbrick	Peninsula Players	11/22/1986
	4351 Peninsula Players Rd	Renew	

**Town of Gibraltar
2021-2022
Operators License**

[illegible]

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	7/22/2021	4 Imprint	
		Shirts	
501-00-55310-393-000		DOCK: RESALE APPAREL	676.31
		Shirts	
		9098049	
		Total	676.31
<hr/>			
	7/21/2021	Action Electric	
		Gazebo Power	
100-00-55260-000-000		PARKS & LANDS:NOBLE PARK	10,613.60
		Gazebo Power	
		37020	
		Total	10,613.60
<hr/>			
	7/22/2021	Cellcom	
100-00-52200-223-000		FIRE PROTECTION:TELEPHONE	35.74
		003-00313134	
100-00-51400-223-000		ADMIN.:TELEPHONE/INTERNET	25.75
		003-00313134	
100-00-51620-223-000		PW:T.S./M.D.:TELEPHONE	108.48
		003-00313134	
		Total	169.97
<hr/>			
	7/12/2021	Chambers Island Supply Co. LLC	
		Cylinders	
100-00-55320-355-000		CHAMBERS ISL: PROPANE	247.20
		Cylinders	
		20024	
		Total	247.20
<hr/>			
	7/20/2021	Conway, Olejiniczak & Jerry, S.C.	
100-00-51300-000-000		GG: LEGAL	2,299.50
		922032-011M	
		Total	2,299.50
<hr/>			
	7/23/2021	Delta Dental of Wisconsin	
		Supplemental Billing	
100-00-21505-000-000		PL:HEALTH INSURANCE PREMIUM	119.42
		Supplemental Billing	
		1638115	
		Total	119.42
<hr/>			

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/22/2021	Door County IT	
		Tech support	
100-00-52100-311-000		LAW ENFORCEMENT:COMPUTER	75.00
		Tech support 2015	
		Total	75.00
	7/15/2021	Door Landscape & Nursery	
100-00-55206-000-000		PARKS & LANDS:TREE PLANTING	606.68
		13321	
		Total	606.68
	7/28/2021	Feld Fire	
		Rescue Equip	
100-00-52200-340-000		FIRE PROTECTION:EQUIPMENT	1,999.50
		Rescue Equip 0386008-IN	
		Total	1,999.50
	7/12/2021	Fire Safety USA	
		Gloves	
100-00-52200-342-000		FIRE PROTECTION:CLOTHING/GEAR	170.00
		Gloves 149578	
		Total	170.00
	7/21/2021	Fish Creek Civic Association	
		34% of \$18,959.60	
100-00-56701-000-000		FCCA	6,446.26
		34% of \$18,959.60	
		Total	6,446.26
	7/22/2021	Fish Creek Sanitary District #1	
100-00-51610-221-000		COMMUNITY CENTER:SANITARY #1	654.40
		020-0000-00	
100-00-55120-221-000		NOBLE MUSEUM:SANITARY #1	419.30
		022-6100-00	
100-00-55190-221-000		OLD TOWN HALL:SANITARY #1	599.50
		006-5000-00	
501-00-55310-221-000		DOCK:SANITARY #1	1,687.60
		006-8000-00	

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 3

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-55150-221-000		BATH HOUSE:SANITARY #1	689.50
		002-9001-00	
		Total	4,050.30

7/21/2021 Gasco

100-00-51610-222-000		COMMUNITY CENTER:PROPANE	807.51
		261463	
		Total	807.51

7/12/2021 Going Garbage & Recycling, Inc

Garbage

100-00-53200-292-000		SANITATION:GARBAGE	759.73
		Garbage	109097
100-00-53200-293-000		SANITATION:RECYCLING	2,732.91
		Recycling	109100
501-00-55310-292-000		DOCK:GARBAGE	445.23
		301241	
		Total	3,937.87

7/20/2021 Green Bay 7up Bottling Co

Soda

501-00-55310-391-000		DOCK:SODA	255.78
		Soda	47780
		Total	255.78

7/15/2021 Half Mile Bridge Owners Association

100-00-48220-000-000		TOWN HALL/PARK RENT & DEPOSIT	50.00
		Total	50.00

7/22/2021 Hawkins Ash CPAs

April/May Bank Recs

100-00-51500-000-000		GG: ACCOUNTING	161.00
		April/May Bank Recs	3137701
		Total	161.00

7/21/2021 Herlache Small Engine, Inc

Filters

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL
 ALL Checks by Payee
 General Checking

Page: 4
 ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-52200-340-000		FIRE PROTECTION:EQUIPMENT	32.98
		Filters	
		157387	
		Total	32.98

7/22/2021 Inspection Specialist, LLC

100-00-52400-000-000		BUILDING INSPECTOR FEE	6,422.40
		June Permits	
100-00-52400-390-000		BUILDING INSPECTOR:SUPPLIES	105.00
		June Permit	
		Total	6,527.40

7/19/2021 Kayla Wolf

Overpayment

100-00-48220-000-000		TOWN HALL/PARK RENT & DEPOSIT	25.00
		Overpayment	
		Total	25.00

7/12/2021 La Vine's Ice Company, LLC

501-00-55310-270-000		DOCK:ICE	88.60
		29010	
		Total	88.60

7/22/2021 Lake and Pond Solutions

algaecide treatment

501-00-55310-340-000		DOCK:MAINTENANCE/SUPPLIES	209.19
		algaecide treatment	
		41236	
		Total	209.19

7/20/2021 Lands' End

Admin shirts

100-00-51400-310-000		ADMIN.:SUPPLIES	241.14
		Admin shirts	
		12381275	
		Total	241.14

7/12/2021 Laurie Buske

July Gardening

100-00-55209-000-000		PARKS & LANDS:GARDENING	916.67
		July Gardening	

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 5

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-55120-000-000		NOBLE MUSEUM	30.59
		Gazebo light	
100-00-55209-000-000		PARKS & LANDS:GARDENING	249.99
		May-July Increase	
		Total	1,197.25

	7/22/2021	Lifesaving Resources Inc	
		Weitman Training	
100-00-52200-192-000		FIRE PROTECTION:TRAINING	2,195.00
		Weitman Training	
		Total	2,195.00

	7/23/2021	Premier Concrete Inc	
		Screenings	
100-00-53314-000-000		HWY/ST MAINT:ROAD MAINTENANCE	35.26
		Screenings	
		1751801	
		Total	35.26

	7/20/2021	Reinhard Plumbing, Inc	
		Dig Grave	
100-00-54911-000-000		CEMETERY:PREP WORK	168.00
		Dig Grave	
		69873	
		Total	168.00

	7/12/2021	Schwaab, Inc	
		Date Stamp and Ink Pads	
100-00-51400-310-000		ADMIN.:SUPPLIES	100.74
		Date Stamp and Ink Pads	
		Total	100.74

	7/27/2021	State of Wisconsin	
		TIME Access	
100-00-52100-311-000		LAW ENFORCEMENT:COMPUTER	192.75
		TIME Access	
		455TIME-0000010746	
		Total	192.75

	7/22/2021	The Uniform Shoppe	
		Uniform	
100-00-52100-340-000		LAW ENFORCEMENT:UNIFORM/EQUIP.	414.75
		Uniform	
		GIBPD	

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 6

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			414.75
7/22/2021 Town of Baileys Harbor			
Mid Door Aid			
100-00-52200-210-000		FIRE PROTECTION:MUTUAL AID	2,311.50
		Mid Door Aid 2021-202	
Total			2,311.50
7/20/2021 TruGreen			
TruNatural Service			
100-00-52200-356-000		FIRE PROTECTION:STATION MAINT.	234.68
		TruNatural Service 7004410475	
100-00-55213-000-000		PARKS & LANDS:TURF MAINT.	236.83
		7004410475	
100-00-51610-240-000		COMMUNITY CENTER:MAINT.	64.89
		7004410475	
100-00-55213-000-000		PARKS & LANDS:TURF MAINT.	126.53
		7004410475	
100-00-55213-000-000		PARKS & LANDS:TURF MAINT.	129.78
		7004410475	
100-00-55213-000-000		PARKS & LANDS:TURF MAINT.	64.89
		7004410475	
Total			857.60
7/20/2021 US Bank Equipment Finance			
Copier Lease			
100-00-51400-310-000		ADMIN.:SUPPLIES	159.42
		Copier Lease 447990771	
Total			159.42
7/20/2021 Van's Fire & Safety, Inc			
Extinguisher inspections			
100-00-52200-212-000		FIRE PROTECTION:EQUIP. TESTING	68.06
		Extinguisher inspections 4149419	
Total			68.06
7/22/2021 Village of Ephraim			
Pumpout			
100-00-52200-240-000		FIRE PROTECTION:VEHICLE MAINT.	667.00
		Pumpout 2005	

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL

Page: 7

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			667.00
7/20/2021 Warner-Wexel, LLC			
Garbage Bags			
100-00-55190-800-000	OLD TOWN HALL:INVENTORY		341.60
	Garbage Bags	216521	
Total			341.60
7/22/2021 West Marine Pro			
Boat equip			
100-00-52200-340-000	FIRE PROTECTION:EQUIPMENT		233.60
	Boat equip	1060545	
Total			233.60
7/22/2021 Wisconsin Chiefs of Police Association			
Membership Fee			
100-00-52100-192-000	LAW ENFORCEMENT:TRAINING		130.00
	Membership Fee	5723	
Total			130.00
7/20/2021 Wisconsin Media			
Subscription renewal			
100-00-51520-000-000	ADVERTISING		56.35
	Subscription renewal	DC0015633	
100-00-51520-000-000	ADVERTISING		1,784.90
	Legals - 2021-01 Ord	3961681	
Total			1,841.25
Grand Total			50,723.99

7/30/2021 11:37 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
General Checking

Page: 8
ACCT

Dated From:
Thru:

From Account:
Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	47,361.28
Total Expenditure from Fund # 501 - DOCK FUND	3,362.71
Total Expenditure from all Funds	50,723.99